

City Of Santee Regular Meeting Agenda

Santee City Council Community Development Commission Santee Public Financing Authority

Council / Commission / Authority Chamber 10601 Magnolia Avenue Santee, CA 92071

> May 14, 2008 7:00 PM

(Call meeting to order as City Council/Community Development Commission/Public Financing Authority)

ROLL CALL: Mayor Randy Voepel

Vice Mayor Hal Ryan

Council Members Jack Dale, Brian Jones and John Minto

INVOCATION: Imam Taha Hassane, Islamic Center of San Diego

PLEDGE OF ALLEGIANCE:

PROCLAMATION: NATIONAL PUBLIC WORKS WEEK – MAY 18 – 24, 2008

PATHWAYS COMMUNITY CHURCH DAY - MAY 15, 2008

ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA:

1. CONSENT CALENDAR:

Consent Calendar items are considered routine and will be approved by one motion, with no separate discussion prior to voting. Council Members, staff or public may request specific items be removed from the Consent Calendar for separate discussion or action. Speaker slips for this category must be presented to the City Clerk before the meeting is called to order. Speakers are limited to 3 minutes.

(A) Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances on Agenda.

- (B) Approval of Meeting Minutes:
 - Santee City Council 4-23-08 Regular Meeting
 - Community Development Commission 4-23-08 Regular Meeting
 - Santee Public Financing Authority 4-23-08 Regular Meeting
- (C) Approval of Payment of Demands as Presented.
- (D) Second Reading and Adoption of an Ordinance of the City Council of the City of Santee, California, Amending Chapter 16.26 of the Santee Municipal Code Relating to Development Impact Fees. (Continued from 4/23/08) (Relates to 2A)
- (E) Approval of the Expenditure of \$89,544.36 to Pay for April 2008 Legal Services and Related Costs.
- (F) Reject Claims Against the City by Valerie Anaya, Linda Anaya, Anna Hurtado and Leonard Strausbaugh.
- (G) Approval of a Purchase Order with Kepner Plastics in an Amount Not to Exceed \$60,000 for Furnishing a Debris Collection Fence for Forester Creek Improvements.
- (H) Approval of a Contract Change Order in the Amount of \$85,000 for Additional Construction Management Services by PBS&J for Forester creek Improvements.
- (I) Adoption of a Resolution Approving the Fiscal Year 2008-09 Annual Action Plan and Authorizing the City Manager to Submit a Grant Application for Community Development Block Grant (CDBG) Funds.
- (J) Adoption of a Resolution Authorizing Submittal of a Grant Application to the California Integrated Waste Management Board.

2. PUBLIC HEARINGS:

(A) Continued Public Hearing to Adopt a Resolution Establishing the Fee Rate for the Regional Transportation Congestion Improvement Program (RTCIP) Mitigation Fee and Adjusting the Traffic Mitigation Fee Rate for Single and Multi-Family Residential Pursuant to Section 16.26.050 of the Santee Municipal Code. (Continued from 4/23/08) (Relates to 1D)

Recommendation:

- 1. Conduct and close the Public Hearing;
- 2. Find the Resolution exempt from CEQA based on the findings; and
- 3. Adopt the Resolution adopting the Regional Transportation Congestion Improvement Program (RTCIP) Mitigation Fee and adjusting the traffic Mitigation Fee Rate for Single and Multi-Family Residential.
- (B) Public Hearing Approving the Engineer's Report, the FY 2007-08
 Annexation and Setting of Assessment Rates for the Riverview
 Development (TM05-04) to the Town Center Landscape Maintenance
 District.

Recommendation:

- 1. Conduct and close the Public Hearing;
- 2. Adopt Resolution approving the Engineer's Report;
- 3. Tally Votes; and
- 4. Adopt Resolution declaring the assessment ballot results and confirming or denying the assessment diagram and levy, as applicable, based on the outcome of the property owner ballot protest procedure.
- 3. ORDINANCES (First Reading): None
- 4. CITY COUNCIL REPORTS:
- 5. **CONTINUED BUSINESS**: None

6. NEW BUSINESS:

(A) Five Year Agreement with San Diego County Sheriff's Department for Law Enforcement Services.

Recommendation:

Approve the agreement with the County of San Diego and the San Diego County Sheriff for general and specialized law enforcement services through fiscal year 2011-2012.

(B) Resolution Awarding the Construction Contract to Western Rim Constructors for Town Center Community Park Phase 2 (CIP 2006-33) and Authorization of Expenditures for Construction Activities. (Relates to 9A)

Recommendation:

Adopt a resolution approving the following actions:

- 1. Find the apparent low bidder USS Cal Builders to be non responsive.
- 2. Award the Construction Contract to Western Rim Constructors totaling \$19,994,746.
- 3. Authorize staff to approve change orders up to \$1,000,000.
- 4. Approve a change to the design contract for construction support services totaling \$415,000.
- 5. Approve contract(s) for construction testing and inspection in an amount not to exceed \$150,000.
- 6. Authorize agreements with utility companies for construction of facilities and authorize payments estimated at \$650,000.
- 7. Authorize the purchase of furniture, fixtures and equipment for an amount not to exceed \$400,000.
- 8. Authorize project administration including ongoing review and inspection by City staff and incidental costs for an amount not to exceed \$400,000.
- 9. Appropriate Project Funding.

7. COMMUNICATION FROM THE PUBLIC:

Each person wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the Agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda.

8. CITY MANAGER REPORTS:

9. COMMUNITY DEVELOPMENT COMMISSION:

(Note: Minutes appear as Item 1B)

(A) Appropriation of Funds to Assist in the Financing of Public Improvements at Town Center Community Park. (Relates to 6B)

Recommendation:

Authorize the appropriation of \$8,296,800 in Redevelopment Bond Funds and \$6,650,000 in Redevelopment Tax Increment Funds to assist in the construction of improvements at Town Center Community Park.

10. SANTEE PUBLIC FINANCING AUTHORITY:

(Note: Minutes appear as Item 1B)

- 11. CITY ATTORNEY REPORTS:
- 12. CLOSED SESSION: None
- 13. ADJOURNMENT:



May	1	SPARC - <i>Canceled</i>	Conf. Rm Bldg. 6
May	14	City Council/CDC/SPFA Meeting	Chamber
May	19	COMPOC	Chamber Conf. Rm.
May	22	Santee Human Relations Advisory Board - CANCELED	Chamber Conf Rm.
May	28	City Council/CDC/SPFA Meeting	Chamber

The Santee City Council welcomes you and encourages your continued interest and involvement in the City's decision-making process.

For your convenience, a complete Agenda Packet is available for public review at the Santee Library, City Hall and on the City's website at www.ci.santee.ca.us.

The City of Santee complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the American with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office at (619) 258-4100, ext. 112 at least 48 hours before the meeting, if possible.

State of California } AFFII County of San Diego } ss. City of Santee }	DAVIT OF POSTING AGENDA					
I, <u>Linda A. Troyan, MMC, City Clerk</u> of the City of Santee, hereby declare, under penalty of perjury, that a copy of this Agenda was posted in accordance with Resolution 61-2003 on <u>May 9, 2008</u> at <u>4:30 p.m.</u>						
	Signature	5/9/08 Date				

MEETING DATE May 14, 2008

AGENDA ITEM NO. PROC

<u>ITEM TITLE</u> PROCLAMATION: "NATIONAL PUBLIC WORKS WEEK" MAY 18 – 24, 2008

DIRECTOR/DEPARTMENT Randy Voepel, Mayor

SUMMARY

The San Diego/Imperial Counties Chapter of the American Public Works Association will be celebrating National Public Works Week, May 18-24, 2008. The theme of the American Public Works Association effort this year is "The Future is Now."

Public Works projects and services provide quality of life and social benefits and they are one of the basic elements of our civilized society and our nation's economic growth and competitiveness.

The attached proclamation has been prepared heralding National Public Works Week. Steve Cresswell, City Engineer and Bob Stein, Public Services Manager are jointly accepting the Proclamation.

FINANCIAL STATEMENT N/A

<u>CITY ATTORNEY REVIEW</u> □ N/A □ Completed

RECOMMENDATION N/A

ATTACHMENTS (Listed Below)

Proclamation

City of Santee, California

Proclamation

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Randy Voepel, Mayor of the City of Santee, on behalf of the City Council do hereby proclaim the week of May 18 – 24, 2008 as

NATIONAL PUBLIC WORKS WEEK

in the City of Santee, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand this fourteenth day of May, two thousand and eight, and have caused the Official Seal of the City of Santee to be affixed.

Mayor	Randy	<i>Boepel</i>

MEETING DATE May 14, 2008

AGENDA ITEM NO.

ITEM TITLE	PROCLAMATION:	PATHWAYS	COMMUNITY	CHURCH

DIRECTOR/DEPARTMENT Randy Voepel, Mayor

SUMMARY On Sunday, April 27, 2008 more than 200 volunteers from Pathways Community Church worked to clean up properties along the Forester Creek walkway off of Olive Lane and Prospect Avenue.

By the end of the day, properties were improved with removal of junk and debris, landscaping and weeding, painting of old fences, and the construction of new fences. Forester Creek public walkway and drainage facilities were also cleaned and swept. More than just a neighborhood beautification project, this event brought neighbors closer, strengthening the bonds of the Santee community.

Pathways Community Church deserves special recognition for their considerable efforts. A proclamation has been prepared and will be accepted by a representative of Pathways Community Church.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW ☐ N/A ☐ Completed

RECOMMENDATION Present proclamation.

ATTACHMENTS (Listed Below)

Proclamation.

City of Santee, California Proclamation

WHEREAS, On Sunday, April 27, 2008, Pathways Community Church group devoted their day to clean up and fix up an older, quiet neighborhood and the Forester Creek area within the City of Santee. The Atlas View Neighborhood Clean-up project was a very important project entirely dependant upon the work and support from this volunteer group; and

WHEREAS, despite the "heat wave" temperatures, a great deal was accomplished that Sunday, all thanks to their considerable efforts, and long hard work with over 200 volunteers from Pathways Church. Thus, Pathways Community Church deserves special recognition for their hard work; and

WHEREAS, on this event day, properties were improved with removal of junk and debris/yard clean-up, landscaping and weeding, painting of old fences, and the construction of new fences. Forester Creek public walkway and drainage facilities were also cleaned up and swept. By the end of the day, two, 40-yard dumpsters were overflowing with yard debris, and trash.

NOW, THEREFORE, I, Randy Voepel, Mayor of the City of Santee, on behalf of the City Council, do hereby proclaim Thursday, May 15, 2008 as

"PATHWAYS COMMUNITY CHURCH DAY"

in the City of Santee in honor of their valuable contributions for the City of Santee. Thank you for "not going to church on Sunday, April 27, 2008 to do something for your community" and to make things brighter. This was more than a neighborhood beautification project; it brings neighbors closer together, and strengthens the bonds of the Santee community.

IN WITNESS WHEREOF, I have hereunto set my hand this fourteenth day of May, two thousand and eight, and have caused the Official Seal of the City of Santee to be affixed.

Mayor	Randy	Voepel	

MEETING DATE May 14, 2008

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF MEETING MINUTES: SANTEE CITY COUNCIL,

COMMUNITY DEVELOPMENT COMMISSION AND SANTEE PUBLIC FINANCING AUTHORITY REGULAR MEETINGS OF APRIL 23, 2008.

DIRECTOR/DEPARTMENT Linda A. Troyan, MMC, City Clerk

SUMMARY

Submitted for your consideration and approval are the minutes of the above meetings.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW ☑ N/A ☐ Completed

RECOMMENDATION Approve Minutes as presented.

ATTACHMENTS (Listed Below) Minutes

Minutes



Santee City Council Community Development Commission Santee Public Financing Authority

Council Chambers 10601 Magnolia Avenue Santee, California

April 23, 2008

This Regular Meeting of the Santee City Council, Community Development Commission and the Santee Public Financing Authority was called to order by Council/Commission/Authority Member Jack E. Dale at 7:03 p.m.

Council Members present were: Council/Commission/Authority Members Jack E. Dale, Brian Jones and John W. Minto. Mayor/Chairperson/Chair Randy Voepel and Vice Mayor/Vice Chairperson/Vice Chair Hal Ryan were absent.

Staff present were: Deputy City Manager/Director of Development Services Gary Halbert, City/Commission/Authority Attorney Shawn Hagerty, Finance Director/Treasurer Tim McDermott, Director of Fire and Life Safety Mike Rottenberg, Director of Community Services John Coates, Assistant to the City Manager Kathy Valverde, City Engineer Steve Cresswell, City Planner Melanie Kush, Santee Sheriff's Lieutenant Duncan Fraiser, Deputy City Clerk/Deputy Commission Secretary Patsy Bell, and Administrative Secretary Pam Coleman.

(Note: Hereinafter the titles Mayor, Vice Mayor, Council Member, City Manager, City Attorney, City Clerk and Deputy City Clerk shall be used to indicate Mayor/Chairperson/Chair, Vice Mayor/Vice Chairperson/Vice Chair, Council/Commission/Authority Member, City Manager/Executive Director/Secretary, City/ Commission/Authority Attorney, City Clerk/Commission Secretary, Deputy City Clerk/ Deputy Commission Secretary.)

The **INVOCATION** was given by Pastor Brian Craig from New Heights Community Church and the **PLEDGE OF ALLEGIANCE** was led by City of Santee Human Resources Director Jodene Dunphy.

ADJOURNMENT IN MEMORY: SPC TENZIN L. SAMTEN (JOSHUA EDMUND MICHAEL RODRIQUES)

Council Member Dale presented the certificate to Joshua's mother Nita Stolte and brother Jeffrey Rundle.

PROCLAMATION: ALAN TUTHILL DAY – APRIL 24, 2008

Council Member Dale presented the proclamation to Alan Tuthill for his 12 years of service on SPARC (Santee Park and Recreation Committee); and Anita Bautista presented Alan with a lei.

Added Item:

CERTIFICATE OF RECOGNITION: SCOTT LARSON, RELAY FOR LIFE

Council Member Minto presented a certificate to Scott Larson for being the highest fundraiser for the American Cancer Society's Relay for Life event.

ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA:

Deputy City Manager/Director of Development Services Halbert requested item 1(D) be continued to the next meeting; and noted that staff would be requesting related item 2(A) to be continued after the public hearing was opened.

1. CONSENT CALENDAR:

- (A) Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances on Agenda.
- (B) Approval of Meeting Minutes:
 - Santee City Council 4-9-08 Regular Meeting
 - Community Development Commission 4-9-08 Regular Meeting
 - Santee Public Financing Authority 4-9-08 Regular Meeting
- (C) Approval of Payment of Demands as Presented.
- (D) Second Reading and Adoption of an Ordinance of the City Council of the City of Santee, California, Amending Chapter 16.26 of the Santee Municipal Code Relating to Development Impact Fees. (Relates to 2A) (Continued to 5/14/08)
- (E) Approval of the Expenditure of \$107,306.56 to Pay for March 2008 Legal Services and Related Costs.
- (F) Adoption of a Resolution Authorizing the City Manager to Execute the HOME Consortium Agreement with the County of San Diego for HOME Funds. (Reso 20-2008)
- (G) Authorization to Purchase Three Ford Trucks with Add-ons per the State of California Contract at a Total Not to Exceed \$118,173.
- (H) Adoption of a Resolution Awarding the Bid to Par Electric for a Total of \$13,683.65 for Lighting Replacement at Fire Station 4 and Authorizing the City Manager to Approve Change Orders up to a Total Amount Not to Exceed \$2,000. (Reso 21-2008)
- (I) Adoption of a Resolution Updating Employer Pickup of Pre-tax Payroll Deduction Plan for Service Credit Purchases (Contribution Code 14). (Reso 22-2008)

ACTION: On motion of Council Member Minto, seconded by Council Member Jones, the Agenda and Consent Calendar were approved as amended with all voting aye, except Mayor Voepel and Vice Mayor Ryan who were absent.

2. PUBLIC HEARINGS:

(A) Public Hearing to Adopt a Resolution Establishing the Fee Rate for the Regional Transportation Congestion Improvement Program (RTCIP) Mitigation Fee and Adjusting the Traffic Mitigation Fee Rate for Single and Multi-Family Residential Pursuant to Section 16.26.050 of the Santee Municipal Code. (Relates to 1D)

The Public Hearing opened at 7:17 p.m. Deputy City Manager/Director of Development Services Halbert requested the item be continued to May 14, 2008.

PUBLIC SPEAKERS: None

ACTION: On motion of Council Member Minto, seconded by Council Member Jones, the Public Hearing was continued to May 14, 2008 with all voting aye, except Mayor Voepel and Vice Mayor Ryan who were absent.

(B) Public Hearing for Major Revision #2 to Conditional Use Permit (P68-11) to Add 25 New Mobile Home Spaces, Remove 26 Existing Mobile Home Spaces, and a Boundary Adjustment in the R2 (Low-Medium) Density Residential) Zone and Mobile Home Park Overlay District at 8712 Magnolia Avenue. Applicant: Cameron Brothers Construction Co., L.P. (Reso 23-2008)

The Public Hearing opened at 7:17 p.m. City Planner Kush introduced the item and Associate Planner McMurray presented the staff report utilizing a Powerpoint presentation.

PUBLIC SPEAKERS:

In Support:

- Ricardo Grabhorn, Grabhorn Engineering for Cameron Brothers, available for questions
- Steven Boehmer and John Cameron, Cameron Brothers

Neutral:

- Kathy Roberts, President of the Homeowners Association of Cameron Mobile Estates
- Pat Fabian, Homeowners Association of Cameron Mobile Estates
- Nancy Denton, Homeowners Association of Cameron Mobile Estates

Opposed:

- Judy Foiles, Cameron Mobile Estate Resident
- Betty Gandy, Cameron Mobile Estate Resident
- Art Hallman, Cameron Mobile Estate Resident

During lengthy discussion, concerns with maintenance, parking, and electrical issues were raised. Council Member Jones requested that staff find out the outcome of the electrical issue from the State. City Attorney Hagerty, City Engineer Cresswell, and Fire Chief Rottenberg answered Council's questions.

ACTION: On motion of Council Member Dale, seconded by Council Member Minto, staff was directed to have the Cameron Mobile Estates maintenance issues placed on a future Manufactured Home Fair Practices Commission agenda with all voting aye, except Mayor Voepel and Vice Mayor Ryan who were absent.

Council Members were concerned with the age of the mobile homes being put into the new spaces. Mr. Grabhorn consulted with the applicant and reported that the he would be agreeable with an added condition that the mobile homes be manufactured in 2000 or later.

ACTION: On motion of Council Member Minto, seconded by Council Member Jones, the Public Hearing was closed at 8:37 p.m. and the amended resolution approving Conditional Use Permit 68-11 Major Revision #2 with the condition that all mobile homes located on the 25 new mobile home spaces be manufactured in 2000 or later was adopted with all voting aye, except Mayor Voepel and Vice Mayor Ryan who were absent.

3. ORDINANCES (First Reading): None

4. CITY COUNCIL REPORTS:

(A) Appointment of Member to the Santee Park and Recreation Committee (SPARC). (Voepel)

Council Member Dale reported that the Mayor's recommendation was to move First Alternate Don Preis to Member, move Second Alternate Maria Lenhoff to First Alternate, and appoint Jay Renard to be Second Alternate.

ACTION: On motion of Council Member Minto, seconded by Council Member Dale, Mayor Voepel's recommendation was confirmed with all voting aye, except Mayor Voepel and Vice Mayor Ryan who were absent.

5. **CONTINUED BUSINESS**: None

6. **NEW BUSINESS**: None

7. COMMUNICATION FROM THE PUBLIC:

- (A) Jim Montague thanked Council and staff for all their work in helping mobile home park residents stay in their homes and congratulated the City for a tentative win for a motion for summary judgment.
- (B) Mark Mathews announced that the Global Human Rights Torch Relay would be entering San Diego on May 3, 2008. He asked for Mayor and Council's support of the relay.
- (C) John Ferri thanked Council and staff for their assistance in obtaining permission from other regulatory agencies to clean and clear property near his home.
- 8. CITY MANAGER REPORTS: None
- 9. COMMUNITY DEVELOPMENT COMMISSION:

(Note: Minutes appear as Item 1B)

10. SANTEE PUBLIC FINANCING AUTHORITY:

(Note: Minutes appear as Item 1B)

- 11. CITY ATTORNEY REPORTS: None
- 12. CLOSED SESSION: None
- 13. ADJOURNMENT:

There being no further business, the meeting was adjourned in memory of Specialist Tenzin L. Samten at 8:47 p.m.

Date Approved:

Linda Troyan, Commission Secretary and for Authority Secretary Keith Till

City of Santee COUNCIL AGENDA STATEMENT

MEETING DATE May 14, 2008	AGENDA ITEM NO.
ITEM TITLE PAYMENT OF DEMANDS	
DIRECTOR/DEPARTMENT Tim K. McDermot	tt/Finance //
SUMMARY	
A listing of checks that have been disbursed since the herewith for approval by the City Council.	last Council meeting is submitted
FINANCIAL STATEMENT	
Adequate budgeted funds are available for the paymelisting.	ent of demands per the attached
CITY ATTORNEY REVIEW N/A Co	ompleted
RECOMMENDATION	
Approval of the payment of demands as presented.	
ATTACHMENTS (Listed Below)	

- 1) Payment of Demands-Summary of Checks Issued
- 2) Disbursement Journal

Payment of Demands Summary of Checks Issued

Date	<u>Description</u>	Amount
04/16/08	Accounts Payable	\$ 1,234,824.95
04/23/08	Accounts Payable	662,862.40
04/24/08	Payroll	455,838.52
04/30/08	Accounts Payable	348,579.13
05/08/08	Payroll	<u>453,358.48</u>
	TOTAL	\$ 3,155,463.48

Tim K. McDermott, Director of Finance

I hereby certify to the best of my knowledge and belief that the foregoing demands listing is correct, just, conforms to the approved budget, and funds are available to pay said demands.

CITY OF SANTEE -V06.60 PAGE 1	TNO	0422.000010

ACS FINANCIAL SYSTEM 04/17/2008 08:43:49	Disbursement	nt Journal			CITY OF SANT GL540R-V06.60 PAGE
WARRANT DATE VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOI	ICE	PO# F 9 S ACCOUNT
UNION BANK			•		
72306 04/15/08 VOID CHECKS	1 VOID LEAD		04-1	80-9	N M 010.0422.000010
72307 04/16/03 A S C A P	5423 ANNUAL LIC CPI	587.00	2008	RATE	918520 F N D 010.0459.002140
72308 04/16/08 A T & T	5359 TELEPHONE SERVICE	29.06	619-	448-3156	N D 010.0472.002480
72309 04/15/08 ALL STAR FIRE EQUIPM 72309 04/15/08 ALL STAR FIRE EQUIPM	5573 COAT/PANTS 1 5573 COAT/PANTS 2	7,411.32 9,497.09 6,908.41	1249: 1249: *CHECK TOTAL	31 31	023645 F N D 010.0472.003180 023645 F N D 010.0476.003180
72310 04/16/08 AN-WIL BAG COMPNAY 72310 04/16/08 AN-WIL BAG COMPNAY	6794 AMO COLD PATCH ASPH 6794 AMO COLD PATCH ASPH	1,761.10 1,047.30 2,808.40	11-26 11-26 *CHECK TOTAL	6-08 6-08	023638 F N D 020.0445.002992 023638 F N D 020.0445.003560
72311 04/16/08 APPLEGATE/SHELLY 72311 04/16/08 APPLEGATE/SHELLY	.08266 RECREATION REFUND	50.00 50.00 100.00	10136 10136 *CHECK TOTAL	696.001 696.001	N D 113.03809 N D 113.03842
72312 04/16/08 ARCH WIRELESS 72312 04/16/08 ARCH WIRELESS	71691 PAGING SERVICE 71691 PAGING SERVICE	8.05 42.67 50.72	R621 R621 *CHECK TOTAL	5044D 5044D	N D 010.0435.002683 N D 010.0456.002480
72313 04/16/08 ASHWILL/MIKE	6839 CA FIRE MEC ACADEMY	217.28	03-1	80-9	N D 010.0470.002260
72314 04/16/08 BLIND SPEED	8230 BLIND REPAIR	110.00	3994	4	918493 P N D 010.0456.002880
72315 04/16/08 BUSH/MILT	.08269 RECREATION REFUND	85.70	1001	241.002	N D 113.03809
72316 04/16/08 CAL WATER 72316 04/16/08 CAL WATER	51341 DEIONIZED WATER FS #	4.4.0.0.0.0 6.4.22 7.22.2.2 7.22.2.6 7.22.7.6 7.2.5 7.2.5 7.2.5 7.2.5 7.2.5 7.2.5 7.2.5 7.2.5 7.2.5 7.3.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7	00076 00076 00076 00076 00076 *CHECK TOTAL	6181 6181 6189 6189 6301 6301	918106 P N D 010.0472.002360 918106 P N D 010.0476.002360 918106 P N D 010.0472.002360 918106 P N D 010.04772.002360 918106 P N D 010.0476.002360 918106 P N D 010.0476.002360
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ACS FINANCIAL SYSTEM 04/17/2008 08:43:49	WARRANT DATE VENDOR	UNION BANK	72321 04/16/08 COFFEE AMBASSADOR 72321 04/16/03 COFFEE AMBASSADOR 72321 04/16/08 COFFEE AMBASSADOR	72322 04/16/08 COUNTY MOTOR PARTS	72323 04/16/08 COUNTYWIDE MECHANICA	72324 04/16/08 COX COMMUNICATIONS 72324

CITY OF SANTEE GL540R-V06.60 PAGE 3	PO# F 9 S ACCOUNT	:	00000000000000000000000000000000000000	023511 P N D 010.0476.002820	023255 P N D 115.0527.006100
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CITY OF SANTEE GL540R-V06.60 PAGE 9 AIM INVOICE PO# F 9 S ACCOUNT	JAN 08 N D 010.0460.002996 JAN 08 N D 012.0484.002123 JAN 08 N D 010.03305 ECK TOTAL	SCHOOL FLYERS N D 113.0398.002300	/04-03-07 023627 P N D 070.051	2001368 N D 113.03999 6 D 128.0451.002130 6 D 010.0472.002050 ECK TOTAL	138207 023595 P N D 010.0470.003140 33104 023605 P N D 010.0470.003140 33104 023605 P N D 010.0476.003140 33851 023605 P N D 010.0470.003140 023605 P N D 010.0470.003140 CHECK TOTAL	00408 2474975 023564 P N D 010.0445.003990	356706-00 023552 P N D 010.0476.003990 357001-00 023552 P N D 010.0476.003990 CHECK TOTAL	0004376222 023586 P N D 010.0476.002130	251878 023579 P N D 061.0508.003560 254532 023579 P N D 061.0508.003560 255018 023579 P N D 010.0445.003620 255459 023579 P N D 010.0445.003620 ECK TOTAL	SCH80924548 023518 P N D 010.0476.003990 SCH80937490 023518 P N D 010.0476.003990 CHECK TOTAL	320080613 017938 P N D 010.0435.002220	C08031496 N D 290.0900.200633	60044555649718 N D 010.0452.002260 6044555649718 N D 010.0459.003990 6044555649718 N D 113.0387.003990 6044555649718 N D 010.0459.003990 6044555649718 N D 010.0459.003990 6044555649718 N D 010.0459.003990	
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Disbursement Journal

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102216 CPRS	MEALS	19.11
102216 CPRS	HOTEL/MEALS	391.96
102216 CPRS	MEALS	391.96
102216 CPRS	MEALS	5.50
102216 CPRS	MEALS	5.50
102216 SPRONELS	121.75	
102216 SUPPLIES	124.26	
102216 SALER	HALEN	70.92
102216 SALER	HALE	70.92
102216 SALER	HALE	70.92
102216 SALER	HALE	70.92
102216 SEM/MEALS	70.92	
102216 SEM/MEALS	70.96	
102216 SEM/MEALS	70.00	
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Disbursement Journal

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•	N D 061.0508.003370 N D 010.0476.002260 N D 010.04779.003990	D 010.0470.00282	D 010.0472.00281	D 010.0445.00298	D 010.0445.00298	D 061.0508.00337	D 020.0445.00399	D 113.0387.00399	D 010.0458.00681	D 010.0458.00681	D 113.0398.00213	D 010.045	D 010.0452.00399	D 010.02025	. U 010 04/0.00241	D 010.0458.00311	D 010.0458.00681	D 113.0397.0039	D 113.0397.00399	010.0438.00399 010.0435.00326	D 128.0435.00226	D 010.0435.00226	D 128.0433.00228	D 128.0435.00226	D 010.0435.00226	D 128 0435 00226	D 128.0552.00226	D 061.0508.00356	D 020.0445.00240	D 061.0508.00337	D 010:0445.00226	D 061.050 D 010.044	D 010.0445.00399	D 010.0422.00393
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	& SUPPLIES F REGISTRAT 1,	JAZIG RELMEI INDENIIFICATIO 32013 2216 REPAIR PRESSURE WASHE 397.1	02216 PARTS CHAIN SAW 95.3	02216 SAFETY GLASSES/EAR FLO 64.3 02216 GRAFITTI PAINT	02216 GRAFITTI PAINT 18.1	02216 SCISSOR BIFI 02216 SAFETY SUPPLIES 14.6	02216 FENCING MATERIAL 21.7	02216 WATER WAVE PARK DEP 50 0	02216 EQUIPMENT ALLOCATION 76.4	02216 USE TAX 5.9	02216 USE IAA 02216 LAKES/CANOE RENTAL 66.00	02216 MEETING 7.9	UZZIG GIFT CEKT BOOK 97.3 NOOTG HSE TAX	02216 USE TAX	02216 FLASH DRIVE 21.5	02216 HOTEL 809.4	02216 HOTEL 250.0	UZZIG SUPPLIES 02216 SPRING CAMP SUPPLIES 27.9	02216 SPRING CAMP SUPPLIES 439.5	02216 PLOTTER PAPER 02216 PEAL STATE DEW 4TH RD 42 7	02216 REAL STATE DEV 4TH ED. 43.7	02216 MEETING 20.0	02216 MEETING CONSEDENCE 20.0	02216 MEETING 37.5	02216 MEETING 10.0	02216 MEETING 10.0	02216 CRA CON/REG/HOTEL 886.1	02216 TOPSOIL 290.3	02216 VIBRATORY PLATE ASHPA 572.0	02216 SMALL TOOLS 314.4	02216 CPRS CON/MEALS 32.6	02216 SMALL TOOLS 02216 MATERIALS & SUPPLIES 214.6	02216 FENCE REPAIR 67.9	02216 MATERIAL & SUPPLIES 64.9
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023506 P N D 010.0445.002681	031839249-MAR	205.25		110502 COPIER SUPPLY/MAINT	72383 04/16/08 XEROX CORPORATION
023549 P N D 010.0445.002900 023549 P N D 095.0951.002900	51284 51285 CK TOTAL	5.27 5.25 *CHECK	2,306.27 386.25 2,692.52	105951 TREE MAINTENANCE 105951 TREE MAINTENANCE	72382 04/16/08 WEST COAST ARBORISTS 72382 04/16/08 WEST COAST ARBORISTS
023290 P N D 090.0514.200632	000000	00.1	1,211.00	104562 PARK MASTER PLAN	72381 04/16/08 WALLACE ROBERTS & TO
023584 P N D 010.0445.002888	11-392238-1	469.00	469	103701 STEEL DOORS FS#5	72380 04/16/08 VORTEX INDUSTRIES
2222222	Ħ	* *	23, 82, 72, 73, 82, 82, 82, 82, 82, 82, 82, 82, 82, 82	102216 USE TAX 102216 ROW CLEAN UP 102216 POSTER BOARDS 102216 USE TAX 102216 USE TAX 102216 USE TAX 102216 USE TAX 102216 USE TAX	UNION BAN 04/16/08 04/16/08 04/16/08 04/16/08 04/16/08 04/16/08 04/16/08
PO# F 9 S ACCOUNT	CLAIM INVOICE	AMOUNT CLA	AMC	DESCRIPTION	
CITY OF SANT GL540R-V06.60 PAGE		ournal	ement Jo	Disbursement Journal	ACS FINANCIAL SYSTEM 04/17/2008 03:43:49

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: FINANCIAL SYSTEM 23/2008 10:45:07	Disbursement	nt Journal		CITY OF SANTEE GL540R-V06.60 PAGE 1
DATE VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO# F 9 S ACCOUNT
UNION BANK				
04/23/08 VOID CHECKS	1 VOID LEAD		04-23-08	N M 010.0422.000010
04/23/08 AAMC	08270 REGION IX DINNER	55.00	TROYAN	N D 010.0410.002260
04/23/08 AMERICAN LANDSCAPE M	5891 LNDSCAPE & HORT MGM 7	7,895.48	0331080273-MAR	023520 P N D 020,0445.002900
04/23/08 AMERICAN PLANNING AS	6495 MEMBERSHIP RENEWAL	85.00	220053-080212	N D 010.0435.002220
04/23/08 ARCHER WESTERN, INC.	6876 F CREEK IMPROVEME 274	4,764.20	27	023282 P N D 065.0498.200221
04/23/08 BEST BEST & KRIEGER 04/23/08 BEST BEST & KRIEGER	7042 LEGAL SERVICES 7044 LEGAL SERVICES 7045 LEGAL SERVICES 7046 LEGAL SERVICES 7046 LEGAL SERVICES 7047 LEGAL SERVICES 7047 LEGAL SERVICES 7046 LEGAL SERVICES 7047 L	3, 248 0, 1050 0, 1050	MARCH 08	7 D 010.0405.002090 7 D 010.0405.002090 7 D 010.0405.002090 7 D 010.0405.002090 7 D 090.0514.200633 7 D 128.0552.002090 7 D 128.0451.002090 7 D 115.0526.006100 7 D 115.0526.006100
04/23/08 BUCKNAM & ASSOCIATES	8642 PAVEMENT MGMT SYSTE	3,047.24	194-01-02	023640 P N D 015.0490.200705
04/23/08 BUILDERS FENCE CO.,	8753 FENCING MATERIAL	267.33	1183837	918406 P N D 061.0508.002880
04/23/08 CANNON PACIFIC SERVI	14617 BROOM SWEEP	105.00	521214-MAR	023589 P N D 020,0445,003001
04/23/08 CITY OF EL CAJON	08279 LEAGUE OF CA CITIES N	ME 50.00 50.00 100.00	MINTO/JONES MINTO/JONES *CHECK TOTAL	N D 010.0401.002262 N D 010.0401.002263
04/23/08 CONSTRUCTION ELECTRO	26276 FIRE/SEC ALARM 26276 FIRE/SEC ALARM	96.00 60.00 156.00	C-20203 C-20205 *CHECK TOTAL	017763 F N D 010.0445.002888 017763 F N D 010.0445.002886
04/23/08 COSTCO 04/23/08 COSTCO	76300 FIRE STATION SUPPLIES 76300 FIRE STATION SUPPLIES	\$ 289.19 \$ 60.58 349.77	101824 101824 *CHECK TOTAL	023535 P N D 010.0472.003990 023535 P N D 010.0476.003990
04/23/08 COUNTYWIDE MECHANICA	28546 PLUMBING REPAIRS	282.92	241430	023524 P N D 010.0445.002886

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OF SANTEE PAGE 2 010.0472.003990 010.0472.003990 010.0472.003990 010.0472.003990 290.0900.200633 010.0470.002500 010.0435.002500 010.0445.002886 010.0445.002887 010.0445.002887 .002994 010.0472.002480 010.0445.002480 132.0560.002840 113.0388.002575 020.0445.003630 003180 006100 .003990 070.0510.002600 006100 010.0450.002120 010.0437.002130 0526.006100 CITY GL540R-V06.60 010.0445. .0417 115.0526 010.0472 061.0508 0526 ACCOUNT 010. 115. 115. Ω А Д Д Д Д Д \Box Д Ω Ω ល ДД z ZZZZ z 2 ZZZZZ z ZZZ z zz z Z z z ZZZ z z σ Δ μ Д [24 дд ддд ىتا 918415 918415 918415 023534 023534 023534 023534 023534 023534 023598 023598 023530 918910 023633 017932 #0d 3110053645301 3110063453006 4-04-08 TOTAL -001 05385101-01 34474-MAR 34474-MAR TOTAL S1470442VM 0800040102 264150038 264150038 264150038 264150038 TOTAL 04520168 04-10-08 0151164 0151164 0161595 6151110 9161606 TOTAL INVOICE 170240 170262 170274 TOTAL 348473 7462 *CHECK *CHECK *CHECK *CHECK * CHECK CLAIM 392.17 164.65 4.86CR 551.96 Journal 191.35 273.39 88.00 552.74 495.00 495.00 990.00 50.11 16.59 21.45 18.19 8.58 41.94 2.23 3.54 11.25 67.54 .48 2,091.40 .50 453.63 184.00 267.81 1,000.00 308.77 189,00 8,198.69 AMOUNT 627. 235. 2,202 Disbursement MARCH MARCH Ļ TELEPHONE FS#5 OPS CENTER TELEPHONE T-SQUARE CLOCK TOWER PALM SPRING 2050 2070 205 04 - 14SUPPLIES CDBG PUBLIC NOTICE MATERIAL MATERIAL MATERIAL DISPOSAL ANNEX SUPPLIES SUPPLIES SUPPLIES HINGE HASP JOINT COMPOUND BOOTS DEPOSIT REFUND DEPOSIT FEES PLAQUE DIAMOND BLADE IRRIGATION TOE SETTLEMENT PLUMBING P PLUMBING P PLUMBING P RIVERVIEW SHIPPING SHIPPING SHIPPING SHIPPING OF. TRIP ANIMAL REFUND BRONZE SHARE STEEL SR43330 43330 43330 43330 28882 28882 28882 37525 37525 37525 449051 490051 490051 051 40000 31011 31011 47546 49548 28818 .08272 .08273 .08277 .08271 34597 .08278 47928 Н CALIFORN INDOS ᅜᅜᅜ BUILDERS ASSOCIATES PRODUCIS COMMUNICATIONS COMMUNICATIONS COMMUNICATIONS DETROIT INDUSTRIAL PLUMBING PLUMBING PLUMBING CORPORATION INC HOME DEPOT/THE HOME DEPOT/THE HOME DEPOT/THE HOME DEPOT/THE HOME DEPOT/THE STAGE SERVICES SERVICES METAL DCXCAVATION, EAST COUNTY DAN/FURTADO DAN/GILLIAM CUSTOM HYDROSCAPE GOLDFIELD CAJON CAJON CAJON پ CREATIVE HARRIS 2222 VENDOR ESGIL \Box **XXX** 0000 FED FED FED H&W 성성 밁핅띰 ΩQ BANK 04/23/08 DATE NOING 72407 72407 72407 72407 72411 72411 72411 72411 72411 72397 72397 72397 72405 72405 72405 72412 72399 72399 72403 72408 72398 72400 72404 72406 72409 72410 72401 72402

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CITY OF SANTEE GL540R-V06.60 PAGE 3	PO# F 9 S ACCOUNT	00 023530 P N D 010.0445.003630 00 023530 P N D 020.0445.003630 00 023530 P N D 020.0445.003630 00 023530 P N D 010.0445.003630 00 023530 P N D 020.0445.003630 00 023530 P N D 010.0445.003630 00 023530 P N D 020.0445.003630	N D 113.0394.002480 N D 128.0435.002480 N D 128.0451.002480 N D 128.0454.002480 N D 128.0454.002480 N D 10.00410.002480 N D 010.0410.002480 N D 010.0415.002480 N D 010.0422.002480 N D 010.0438.002480 N D 010.0438.002480 N D 010.0445.002480 N D 010.0452.002480 N D 010.0452.002480 N D 010.0452.002480	2 023553 P N D 010.0438.002683 023553 P N D 010.0422.002680	N D 010.03320 N D 010.02030	023636 P N D 190.0900.002130	2 017572 P N D 010.0422.002810 017572 P N D 070.0510.002810 2 017572 P N D 128.0451.002810 2 017572 P N D 128.0454.002810
	CLAIM INVOICE	05387152- 05397619- 05400726- 05411238- 05411487- 05424979- *CHECK TOTAL	337922 337922 337922 337922 337922 337922 337922 337922 337922 337922 337922 337922 337922	101828802 101828802 *CHECK TOTAL	*CHECK TOTAL	318040010	209879302 209879302 209879302 *CHECK TOTAL
Disbursement Journal	DESCRIPTION AMOUNT	9548 IRRIGATION SUPPLIES 207.58 9548 IRRIGATION SUPPLIES 61.29 9548 IRRIGATION SUPPLIES 947.37 9548 IRRIGATION SUPPLIES 220.06 9548 IRRIGATION SUPPLIES 220.06 9548 IRRIGATION SUPPLIES 62.16 9548 IRRIGATION SUPPLIES 482.80	1554 MONTHLY RENTAL 122670 15.58 1554 MONTHLY RENTAL 122670 109.05 1554 MONTHLY RENTAL 122670 108.11 1554 MONTHLY RENTAL 122670 14.18 1554 MONTHLY RENTAL 122670 17.14 1554 MONTHLY RENTAL 122670 101.26 1554 MONTHLY RENTAL 122670 121.51 1554 MONTHLY RENTAL 122670 334.93 1554 MONTHLY RENTAL 122670 77.89 1554 MONTHLY RENTAL 122670 77.89 1554 MONTHLY RENTAL 122670 77.99	6870 OFF SITE RECORD STORA 152.05 6870 OFF SITE RECORD STORA 152.05 304.10	8274 OVERPYMNT PARK CITATIO 52.00 8274 OVERPYMNT PARK CITATION 5.00 57.00	9246 TRAFFIC ENGINEER S 11,269.00	2844 COPIER MAINT. 14.00 2844 COPIER MAINT. 7.87 2844 COPIER MAINT. 13.99 2844 COPIER MAINT. 7.87
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	CLAIM	*CHECK	*CHECK		
ent Journal	AMOUNT	87,384 11,2194.06 11,2194.06 1299.06 1990.21 2632.125 2632.126 1128.86 433.65 1112.00 131.50 131.50 14.01 14.01 15.67 16.66 549.27 150.33 17.189.27 189.27	1888 1888 1888 2057 2057 2057 2077 2077 2077 2077 2077	1,539.00	128.95 92.67 167.43 30.58 64.15
Disbursement	DESCRIPTION	74500 PERS CONTRIBUTION	70000 TELEPHONE SERVICES 70000 TELEPHONE SERVICE 70000 TELEPHONE SERVICE 70000 TELEPHONE SERVICE 70000 TELEPHONE SERVICE 70000 TELEPHONE SERVICE 70000 TELEPHONE SERVICE	70138 TRAFFIC COUNTS	71500 9413 CARLTON HILLS 71500 9413 CARLTON HILLS 71500 9413 CARLTON HILLS 71500 9496 MAST BLVD 71500 9518 MAST BLVD
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CITY OF SANTEE al GL540R-V06.60 PAGE 6	CLAIM INVOICE PO# F 9 S ACCOUNT		SCH80990168 023518 P N D 010.0476.003990 SCH80990168 023518 P N D 010.0476.003990 *CHECK TOTAL	P DATE 4-24-08 N D 010.02022 P DATE 4-24-08 N D 113.02022 *CHECK TOTAL	00006150X138 N D 010.0470.002500 00006150X138 N D 010.0410.002500 00006150X148 N D 010.0470.002500 *CHECK TOTAL	IDIS N D 070.0510.002130	13698 017947 P N D 010,0438.002683	1084218 7 D 010.0417.002148 1084219 7 D 010.0417.002148 *CHECK TOTAL	N D 010.0417.006300	41608 N M 010.0470.001220 41608 N M 010.0472.001220 41608 N M 010.0476.001220
Disbursement Journal	AMOUNT		SUPPLIE 50.91 SUPPLIE 83.75 134.66	ION 396.49 ION 44.74 441.23	3.56 16.15 15.18 205.84 240.73	781.30	NG 200.00	TRATION 468.64 TRATION 459.95 928.59	1,343.41	MARCH 5,584.46 MARCH 8,154.20 MARCH 2,191.46
Disb	DESCRIPTION		102263 MISC AMBULANCE 102263 MISC AMBULANCE	7059 PARS CONTRIBUTION 7059 PARS CONTRIBUTION	103474 SHIPPING 103474 SHIPPING 103474 SHIPPING 103474 SHIPPING	104180 MARCH 08	104161 WEB SITE HOSTING	104500 CLAIMS ADMINISTRATION 104500 CLAIMS ADMINISTRATION	.08276 SETTLEMENT	102236 WORKERS COMP M 102236 WORKERS COMP M 102236 WORKERS COMP M
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CITY OF SANTEE GL540R-V06.60 PAGE 1

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WARRANT DATE VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO# F 9 S ACCOUNT
UNION BANK				
72442 04/30/08 VOID CHECKS	1 VOID LEAD		04-30-08	N M 010.0422.000010
72443 04/30/08 A T & T 72443 04/30/08 A T & T 72443 04/30/08 A T & T	5359 TELEPHONE SERVICES 5359 TELEPHONE SERVICES 5359 TELEPHONE SERVICES	42.43 34.89 29.06	619-258-4040 619-258-4100 619-258-4151 *CHECK TOTAL	N D 010.0460.002480 N D 010.0435.002480 N D 010.0472.002480
72444 04/30/08 ACE UNIFORM & ACCESS 72444 04/30/08 ACE UNIFORM & ACCESS	5387 CSD UNIFORMS 2 5387 CSD UNIFORMS 2	,416.83 64.65 ,481.48	A83773 A83831 *CHECK TOTAL	017793 F N D 061.0508.003180 017793 F N D 061.0508.003180
72445 04/30/08 AREA WEST FENCE CO,	6873 FENCE INSTALLATION 2	,650.00	3461	023652 F N D 061.0508.002855
72446 04/30/08 CAMERON MOBILE ESTAT	14550 RENTAL ASSIST PROGRAM	00.008	MAY/JUNE 08	G D 195.0950.006600
72447 04/30/08 CLEAN HARBORS ENVIRO	23519 HAZARDOUS WASTE DISPO	140.00	6Y0894685-MAR	8 017766 P N D 010.0446.002780
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72452 04/30/08 E-W TRUCK & EQUIPMEN	34576 V89 WATER FILTER	9.82	209063	918112 P N D 010.0470.002820
72453 04/30/08 EAST COUNTY CALIFORN	34597 PUBLIC NOTICE SUB#205	644.00		N D 115.0526.006100
72454 04/30/08 EMSTA INC.	.08280 OVERPAYMENT BUILDING	195.94		N D 010.03220
72455 04/30/08 ESGIL CORPORATION	40000 SHARE OF FEES 04-2 40	,207.64		N D 010.0437.002130

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CITY OF SANTEE GL540R-V06.60 PAGE 6	·
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WARRANT DATE VENDOR	DESCRIPTION	AMOUNT CLAIM	M INVOICE	PO# F 9 S ACCOUNT
UNION BANK				
72491 04/30/08 STEVEN SMITH LANDSCA 101100 LANDSCAPE SERVICES	1100 LANDSCAPE SERVICES	150.00	14920-MAR	023532 P N D 010.0445.002900
72492 04/30/08 TOWN & COUNTRY PRINT 101508 BUSINESS CARDS	.508 BUSINESS CARDS	68.68	49098	023537 P N D 010.0435.002300
72493 04/30/08 TOYOTA CERTIFIED CEN .08284 OVERPAYMENT PERMIT	3284 OVERPAYMENT PERMIT	236.45	015-08	N D 010,03632
72494 04/30/08 TRAD AM KARATE STUDI	8766 FACILITY USE 1-12/3-1 150.00	150.00		N D 113.0394.002680
72495 04/30/08 TRI-ANIM HEALTH SERV 102263 MISC AMBULANCE SUPPLIE 61.09	2263 MISC AMBULANCE SUPPLI	E 61.09	SCH81063863	023518 P N D 010.0476.003990
72496 04/30/08 TW2 MARKETING INC. 44 72496 04/30/08 TW2 MARKETING INC. 44 72496 04/30/08 TW2 MARKETING INC. 44	44055 MARKETING & CONSULT 1,160.43 44055 MARKETING & CONSULTIN 288.75 44055 MARKETING & CONSULT 1,247.50 2,696.68	,160.43 ,288.75 ,247.50 *CHECK	DEC 07 FEB 08 MARCH 08 K TOTAL	N D 128.0552.002130 N D 128.0552.002130 N D 128.0552.002130
72497 04/30/08 WEST COAST ARBORISTS 105951 LANDSCAPE SERVICES		5,169.66	52010	023549 P N D 020.0445.002900
72498 04/30/08 WESTAIR GASES & EQUI 105956 MISC SUPPLIES	3956 MISC SUPPLIES	28.24	330373	918441 P N D 061.0508.002880
72499 04/30/08 ZUMAR INDUSTRIES, IN 110610 MISC	610 MISC SIGNS	55.26	0104156	017754 P N D 010.0445.003460
UNION BANK	TOTAL 348	348,579.13		

MEETING DATE May 14, 2008

AGENDA ITEM NO.

ITEM TITLE

SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING CHAPTER 16.26 OF THE SANTEE MUNICIPAL CODE RELATING TO DEVELOPMENT IMPACT FEES.

DIRECTOR/DEPARTMENT Linda A. Troyan, MMC, City Clerk

SUMMARY

This item is being continued from the April 23, 2008 Regular Council Meeting.

The introduction and first reading of the above-entitled Ordinance was approved at a Regular Council Meeting on April 9, 2008.

The Ordinance is now presented for second reading by title only, and adoption.

Vote at First Reading: AYES: DALE, MINTO, RYAN, VOEPEL

NOES: JONES
ABSENT: NONE

FINANCIAL STATEMENT None

CITY ATTORNEY REVIEW ☑ N/A ☐ Completed

RECOMMENDATION

Approve Ordinance for adoption.

ATTACHMENTS (Listed Below)

Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING SANTEE MUNICIPAL CODE CHAPTER 16.26

WHEREAS, the TransNet Extension Ordinance, approved in 2004 by voters in San Diego County, established the Regional Transportation Congestion Improvement Program (RTCIP) that requires local agencies to collect a fee from each new housing unit for the improvements to the Regional Arterial System (RAS); and

WHEREAS, Article XI, Section 7 of the California Constitution authorizes cities to use their police powers to protect the public health, safety and welfare by, among other things, enacting development impact fees; and

WHEREAS, the Mitigation Fee Act, California Government Code sections 66000 through 66025, establishes a procedure which cities must follow to establish, increase or impose development impact fees; and

WHEREAS, the City Council intends by this ordinance to adopt a RCTIP impact fee in accordance with the TransNet Extension Ordinance and the Mitigation Fee Act.

The City Council of the City of Santee, California, does ordain as follows:

SECTION 1. Findings.

In accordance with the Mitigation Fee Act, the City Council of the City of Santee hereby finds and determines all of the following:

- A. The purpose of the RTCIP Mitigation Fee adopted pursuant to Section 2 of this ordinance is to ensure that future development contributes its proportional share of the funding needed to pay for the Regional Arterial System and related transportation facility improvements, as defined in the most recently adopted Regional Transportation Plan adopted by the San Diego Association of Governments ("SANDAG").
- B. All revenues from the RTCIP Mitigation Fee adopted pursuant to Section 2 of this ordinance shall be expended solely for the purpose of funding the Regional Arterial System and related transportation facility improvements, as defined in SANDAG's most recently adopted Regional Transportation Plan.
- C. Based on its independent review and verification of the "Nexus Study for Transnet Regional Transportation Congestion Improvement Program" dated November 26, 2007, prepared on behalf of SANDAG ("Nexus Study"), the City Council finds that the facts and evidence establish that there is a reasonable relationship between the use to which revenues from the RTCIP Mitigation Fee will be put pursuant to Section 2 of this ordinance and the types of development for which the fee is charged. These relationships are described in more detail in the Nexus Study.
- D. Based on its independent review and verification of the Nexus Study, the City Council finds that the facts and evidence establish that there is a reasonable relationship between the need for the Regional Arterial System and related transportation facility improvements, as defined in SANDAG's most recently adopted Regional Transportation Plan, and the types of development for which the fee is charged. These relationships are described in more detail in the Nexus Study.
- E. The facts and evidence further establish that there is a reasonable relationship between the amount of the fees collected and the costs of Regional Arterial System and related transportation facility improvements, as defined in SANDAG's most recently

adopted Regional Transportation Plan. This relationship is described in more detail in the Report.

- F. Notice has been provided in accordance with Sections 6062, 66002, 66016(a), 66018 and 65090 of the California Government Code.
- G. This ordinance is consistent with the City's General Plan.

SECTION 2. Santee Municipal Code Chapter 16.26 is amended as follows:

Section 16.26.030 Definitions

Add the following definitions:

"RTCIP" means the Regional Transportation Congestion Improvement Program as established by the San Diego Association of Governments.

"Regional Arterial System" (RAS) means the network of arterials that provide critical links for the region as defined in San Diego Association of Governments (SANDAG) latest adopted Regional Transportation Plan (RTP).

Section 16.26.040 Development Impact Fees

Add the following fee:

E. "RTCIP Mitigation Fee" is for improvements to the Regional Arterial System.

Section 16.26.050 Fee rates.

Add/modify the following definitions:

- C. The development impact fees, exclusive of the RTCIP mitigation fee, shall automatically be adjusted for inflation on July 1 of each year. The inflation adjustment shall be two percent or based on the previous calendar years increase in the San Diego Consumer Price Index (CPI-U: All Items) as published by the Bureau of Labor Statistics, which ever is higher.
- D. Pursuant to the TransNet Extension Ordinance, RTCIP mitigation fees shall be automatically adjusted for inflation on July 1 of each year beginning in 2009. The inflation adjustment will be two percent or based on the Caltrans highway construction cost index, whichever is higher.

Section 16.26.070 Use of fees.

Add/modify the following definitions:

- A. All public facility benefit fees, drainage fees, RTCIP mitigation fees, traffic signal fees and traffic mitigation fees collected pursuant to this Chapter shall be placed into separate accounts for each fee type. All such revenue shall be expended solely for land acquisition, construction or engineering necessary for the installation of the public facility, or reimbursement for land acquisition, construction or engineering of the public.
- D. All revenue for the RTCIP mitigation fees shall be expended solely on improvements to the Regional Arterial System.

Add the following sections:

Section 16.26.600 RTCIP Impact Fee Program

Section 16.26.610 Determination of fees.

- A. The RTCIP mitigation fee for single-family residential property shall be the product of the actual number of dwelling units and the fee rate (dollars per dwelling unit) for the respective land uses of HL, R-1, R-1-A and R-2 in the Santee area of benefit.
- B. The RTCIP mitigation fee for multi-family residential property shall be the product of the actual number of dwelling units and the fee rate (dollars per dwelling unit) for the respective land uses of R-7, R-14, R-22, and R-30 zones in the Santee area of benefit.

SECTION 3. This ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to California Public Resources Code section 21080(b)(13) and California Code of Regulations, Title 14, Chapter 3 ("CEQA Guidelines") section 15276, because it implements the regional RTCIP program. City staff is directed to file a Notice of Exemption.

SECTION 4. This ordinance shall take effect 60 days after its adoption. The City Clerk shall certify as to the adoption of this ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption in a newspaper of general circulation in the City and shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, as required by law.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 9th day of April, 2008, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 14th day of Mayl, 2008, by the following vote to wit:

AYES:	
NOES:	
ABSENT:	
	APPROVED:
	RANDY VOEPEL, MAYOR
ATTEST:	
LINDA A. TROYAN, MMC, CITY CLERK	

MEETING DATE May 14, 2008

AGENDA ITEM NO.

Account Number: Verious accounts

ITEM TITLE APPROVAL OF THE EXPENDITURE OF \$89,544.36 TO PAY FOR **APRIL 2008 LEGAL SERVICES AND RELATED COSTS**

DIRECTOR/DEPARTMENT Tim K. McDermott, Director of Finance

SUMMARY

Legal service billings proposed for payment for the month of April total \$89,544.36 as follows:

- 1) General Retainer Services \$13,400.24
- 2) Litigation & Claims (General Fund) \$25,968.86 (includes \$13,124.81 for outside consultants on the power plant matter)
- 3) Special Projects (General Fund) \$9,545.30
- 4) Community Development Commission \$1,283.50 (Las Colinas Jail expansion) 5) Community Development Commission Housing (MHFP litigation) \$18,914.53
- 6) Applicant Initiated Projects (paid from developer deposits) \$20,431.93

FINANCIAL STATEMENT

Account Description: Legal Services

Account Description. Legal Services	Account Number, various	accounts
General Fund: Original Budget Revised Budget Prior Expenditures	<u>AMOUNT</u> \$465,000.00 465,000.00 (370,873.13)	BALANCE
Current Request	(48,914.40)	\$ 45,212.47
Special Services (excluding applicant initiated items):		
Original Budget	\$ 385,000.00	
Revised Budget	385,244.40	
Prior Expenditures	(358,672.78)	
Current Request	(20,198.03)	\$ 6,373.59

CITY ATTORNEY REVIEW ☒ N/A ☐ Completed

RECOMMENDATION

Approve the expenditure of \$89,544.36 for April 2008 legal services and related costs.

ATTACHMENTS (Listed Below)

1) Legal Services Billing Summary

LEGAL SERVICES BILLING SUMMARY FY 2007-08

The "Current Request" reflects services for April 2008.

The "Spent to Date" amount does not include the current request.

Total	Community Development Commission - Housing: MHFP Litigation	Total	Community Development Commission - Redevelopment: Las Colinas	Total	Other City Funds: Town Center Park	Totał	Litigation & Claims Special Projects	General Fund: General / Retainer Labor & Employment	Category
\$ 330,000.00	nent Commission	\$ 55,000.00	nent Commission	\$	↔	\$ 465,000.00			Original Budget
₩	- Hou	⇔	- Red	₩	€	€9			
330,000.00	sing:	55,000.00	evelopment:	244.40	244.40	465,000.00			Revised Budget
€9	⇔	₩	⇔	co	s	⇔		↔	
312,066.27	312,066.27	46,362.11	46,362.11	244.40	244.40	370,873.13	139,675.54 103,906.47	124,164.97 3 136 15	Spent to Date
↔		₩		↔	⇔	€			
17,933.73		8,637.89				94,126.87			Current Balance
	Apr-08		Apr-08				Apr-08 Apr-08	Apr-08	Curre Mo/Yr
₩	\$	69	€ S	€9	€9	4		↔	nt Re
18,914.53	18,914.53	1,283.50	1,283.50		1	48,914.40	25,968.86 9,545.30	13,400.24	Current Request //r Amount

LEGAL SERVICES BILLING SUMMARY FY 2007-08

			Total		1.007.828.89	•	Total
1,283.50 18,914.53 20,431.93		unds g Fund eposits	Other City Funds CDC Fund CDC Housing Fund Developer Deposits		244.40 46,362.11 312,066.27 278,282.98		Other City Funds CDC Fund CDC Housing Fund Developer Deposits
48,914.40	& I:	posed for Payment: Fund	Total Proposed		370,873.13	o Date FY 2007-08: \$	Total Previously Spent to Date FY 2007-08: General Fund
20,431.93	vs			\$ 278,282.98			Total
		ı	n/a	1,436.50	n/a	n/a	Cheyenne Dev
			n/a	4,143.10	n/a	n/a	Scantibodies Lab
263.65		Apr-08	n/a	1,861.20	n/a	n/a	Helix Environmental
584.75		Apr-08	n/a	248.60	n/a	n/a	Mission View Estates
			n/a	658.40	n/a	n/a	American Sheet Metal
2,169.00		Apr-08	n/a	3,008.90	n/a	n/a	Project Lightspeed
			n/a	368.00	n/a	n/a	Rayo Wholesale
			n/a	552.00	n/a	n/a	Sunridge
			n/a	1,008.60	n/a	n/a	Riverwalk
376.00		Apr-08	n/a	626.10	n/a	n/a	Sudberry
2,808.85		Apr-08	n/a	3,742.40	n/a	n/a	Walgreens (Magnolia)
37.60		Apr-08	n/a	8,538.96	n/a	n/a	Walgreens
1,883.17		Apr-08	n/a	41,465.75	n/a	n/a	Sky Ranch
1,260.60		Apr-08	n/a	442.00	n/a	n/a	Ryan
11,048.31	G	Apr-08	n/a	\$ 210,182.47	n/a	n/a	Fanita
					osits)	from developer de _l	Applicant-initiated (paid from developer deposits)
Amount		Mo/Yr	Balance	to Date	Budget	Budget	Category
Current Request	ent Re	Curre	Current	Spent	Revised	Original	,

MEETING DATE May 14, 2008

AGENDA ITEM NO.

<u>ITEM TITLE</u>	CLAIMS AGAINST THE CITY BY VALERIE ANAYA, LINDA ANAYA,
_	ANNA HURTADO, AND LEONARD STRAUSBAUGH

DIRECTOR/DEPARTMENT Jodene Dunphy, Human Resources Director

CITY ATTORNEY REVIEW ☐ N/A ☐ Completed

SUMMARY

Four claims were recently filed against the City by: Valerie Anaya, Linda Anaya, Anna Hurtado (all related to the same claim), and Leonard Strausbaugh (separate, unrelated claim to the first three claims). All four claims have been reviewed by our Claims Administrator prior to bringing them forward for consideration. The Claims Administrator recommends the claims be rejected as provided in Government Code Section 913.

The claim documents are on file in the City Clerk's Office for Council reference.

FINANCIAL STATEMENT

Sufficient funds for claims administration are included in the risk management budget.

RECOMMENDATION

Reject claims as per Government Code Section 913.

ATTACHMENTS (Listed Below)

None

MEETING DATE May 14, 2008

AGENDA ITEM NO.

ITEM TITLE

APPROVE A PURCHASE ORDER WITH KEPNER PLASTICS FOR FURNISHING A DEBRIS COLLECTION FENCE FOR FORESTER CREEK IMPROVEMENTS, CIP 2002-21

DIRECTOR/DEPARTMENT Gary Halbert/Development Services

SUMMARY

This item requests Council approval of a purchase order with Kepner Plastics Fabricators, Inc. for fabricating a debris collection fence for the Forester Creek Improvement project, CIP 2002-21. The State and Federal permits for the project require the installation of a debris collection facility. A similar fence, furnished by the same manufacturer to the City of El Cajon, has been in place for more than two years and has functioned well.

The funding grant from the Regional Water Quality Control Board requires the fence be installed by June 30, 2008. To ensure this deadline is met, staff recommends that the City contract directly with Kepner Plastics Fabricators for the purchase of the fence.

Staff is recommending a sole source contract because the debris fence is a unique product that has been determined to meet project specifications and requirements, it has been shown to meet the performance requirements based on other installations located outside the city, no other vendors can be found that can provide an equivalent product, and the manufacturer can meet our deadline for fabrication which will allow the fence to be installed in accordance with our permit requirements.

Staff requests Council authorization for a purchase order with Kepner Plastics Fabricators in an amount not to exceed \$60,000.

FINANCIAL STATEMENT

The purchase of the debris fence will be funded through the Forester Creek Development Fund.

CITY ATTORNEY REVIEW ☐ N/A ☐ Completed

RECOMMENDATION

Staff recommends that Council approve the requested \$60,000 to purchase the debris fence from Kepner Plastics Fabricators, Inc.

ATTACHMENTS (Listed Below)

Resolution

RESOLUTION NO.	
-----------------------	--

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AUTHORIZING THE PURCHASE OF DEBRIS COLLECTION FENCE FROM KEPNER PLASTICS FOR FORESTER CREEK IMPROVEMENTS, CIP 2002-21

WHEREAS, the City of Santee is in the process of completing the Forester Creek Improvement project (CIP 2002-21) ("Project"); and

WHEREAS, the environmental permits for the Project require the installation of a debris collection facility by June 30, 2008; and

WHEREAS, Public Contract Code section 20161(d) provides that "Public Projects" includes furnishing supplies or materials for public works projects; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one contracting party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348); and

WHEREAS, after extensive inquiry, staff has determined that Kepner Plastics is the only source that can provide the necessary work for the fabrication of the debris collection fence because:

- the debris collection fence is a unique product that has been determined to meet all specifications and requirements as necessary to comply with the environmental permits for the Project; and
- staff has determined after review of the performance of Kepner Plastics' debris collection fence as installed at other locations outside the City that the fence will meet the performance requirements to comply with the environmental permits for the Project; and
- after extensive inquiry, staff has determined that no other vendors can be found that can provide an equivalent product that meets all specifications and requirements to comply with the environmental permits for the Project; and
- Kepner Plastics has been determined to be capable of meeting the required deadline for the fabrication of the debris collection fence to enable the City to meet the permit deadline for the installation of the fence; and

RESOLUTION NO.	
-----------------------	--

WHEREAS, based on the foregoing determinations, the City Council has found and determined that requests for competitive bidding would be futile, unavailing or would not produce an advantage to the City, because Kepner Plastics is the only party who can complete the required work to fabricate the debris collection fence,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Santee, California, as follows:

<u>Section 1.</u> The City Council hereby adopts the recitals set forth herein as though fully set forth herein.

Section 2. Based on the findings made by the City in this Resolution and any and all oral or written evidence submitted at the meeting at which this Resolution was adopted, the City Council hereby authorizes the City Manager or his designee to execute a contract with Kepner Plastics for the fabrication of a debris collection fence for the Project, in an amount not to exceed Sixty Thousand Dollars (\$60,000.00). The scope of work shall be as necessary to comply with the requirements of the environmental permits for the Project. The contract shall be in a form approved by the City Manager and City Attorney.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 14th day of May, 2008, by the following roll call vote to wit:

AYES:	
NOES:	
ABSENT:	
	APPROVED
	RANDY VOEPEL, MAYOR
ATTEST	
LINDA A. TROYAN, MMC, CITY CLERK	•

MEETING DATE May 14, 2008

AGENDA ITEM NO.

ITEM TITLE APPROVE ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR FORESTER CREEK IMPROVEMENTS, CIP 2002-21

DIRECTOR/DEPARTMENT Gary Halbert/Development Services

SUMMARY

This item requests Council approval of additional construction management services for the Forester Creek Improvement project, CIP 2002-21. Additional services in the amount of \$85,000 are required to complete and close out the project. These services are needed due to a four month construction contract extension that is required to complete repair of work damaged by winter storms. Additional services from the Construction Management firm, PBS&J, are required to complete re-planting, repair storm damaged work and finish closeout of the project.

On September 14, 2005, Council authorized a contract with PBS&J in the amount of \$1,781,000 for construction management services. Change orders in the amount of \$273,558 have been processed for work requested and paid for by outside agencies as previously approved by City Council. Approval of this change order would bring the total contract amount to \$2,139,558, which is 9.0% of the construction bid amount.

Staff anticipates that Forester Creek will be substantially complete by the end of May and we will be requesting city council's acceptance of the project at that time.

FINANCIAL STATEMENT

The original project budget included \$200,000 in City funds to pay for contract changes for construction management. To date, no City funds have been used to pay for PBS&J contract changes.

CITY ATTORNEY REVIEW ☐ N/A ☐ Completed

RECOMMENDATION

Staff recommends that Council approve the requested \$85,000 contract change for additional construction management services by PBS&J to facilitate project close out.

ATTACHMENTS (Listed Below)

None

MEETING DATE May 14, 2008

AGENDA ITEM NO.

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE APPROVING THE FY 2008-09 ANNUAL ACTION PLAN AND AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

DIRECTOR/DEPARTMENT Tim K. McDermott/Finance

SUMMARY

At a Public hearing held March 26, 2008 the City Council selected program activities for CDBG funding for fiscal year 2008-09. A summary of the proposed activities and notice of the availability of the Annual Action Plan to implement the 2005-2010 Consolidated Plan was published in THE EAST COUNTY CALIFORNIAN on April 10, 2008. As of May 8, 2008 no public comments regarding the Annual Action Plan have been received. The required thirty-day public review period will end on May 12, 2008. The Annual Action Plan must be submitted to HUD by May 15, 2008.

FINANCIAL STATEMENT

The City's CDBG allocation for FY 2008-09 is \$311,732. In addition \$81,528 of unspent CDBG funds has been reallocated to Public Facilities projects, resulting in a total allocation of \$393,260.

CITY ATTORNEY REVIEW ☐ N/A ☐ Completed

RECOMMENDATION

Adopt the attached resolution approving the FY 2008-09 Annual Action Plan and authorizing the City Manager to submit the grant application.

ATTACHMENTS

- 1. Resolution
- 2. FY 2008-09 Annual Action Plan

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ADOPTING THE FY 2008- 09 ANNUAL ACTION PLAN IN ACCORDANCE WITH COMMUNITY DEVELOPMENT BLOCK GRANT REGULATIONS

WHEREAS, the Department of Housing and Urban Development (HUD) has set aside \$311,732 in Community Development Block Grant (CDBG) funds for the City of Santee for FY 2008-09; and

WHEREAS, the City of Santee also has reallocated \$81,528 in unspent prior year funding, for a total of \$393,260 in CDBG funds available for allocation; and

WHEREAS, the City of Santee is required to prepare and adopt an Annual Action Plan to implement the FY2005-2010 Consolidated Plan and submit a grant application to HUD prior to receiving funds; and

WHEREAS, the City of Santee has followed the prescribed format prior to submission of the required documents.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Santee, California, does hereby adopt the FY 2008-09 Action Plan and authorize the City Manager to submit the FY 2008-09 Action Plan and Grant Application for CDBG funds for the 2008 Program Year.

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 14th day of May, 2008, by the following roll call vote to wit:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	APPROVED:
	RANDY VOEPEL, MAYOR
ATTEST:	
LINDA A. TROYAN, CITY CLERK	

CITY OF SANTEE

Annual Action Plan Fiscal Year 2008-09

Community Development Block Grant Program



City of Santee
May 2008

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City of Santee Action Plan for FY 2008 - 09

Santee DUNS # 103163374

I. 2008- 09 ANNUAL ACTION PLAN NARRATIVE

This Annual Action Plan represents a one-year strategy to accomplish the goals stated in the City of Santee 2005-2010 Consolidated Plan. It describes activities that will be undertaken during the program year beginning July 1, 2008 and ending June 30, 2009, using Federal funds granted to the City of Santee by the Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME), and American Dream Downpayment Initiative (ADDI) programs. The HUD-funded activities are intended to primarily benefit low-income and moderate-income residents (80% Area Median Income) and low and moderate income census tracts within the City of Santee, and to address affordable housing, homeless, and non-housing community development needs.

This Action Plan describes the following:

- Resources available
- Activities to be undertaken during fiscal year 2008-09
- Institutional structure and coordination efforts to implement the Action Plan
- Monitoring plan

1. Housing and Community Development Resources

The City of Santee has access to a variety of federal, state, and local resources to achieve its housing and community development priorities. The City relies on CDBG, HOME and program income from previous programmed activities to fund many housing and community development activities. For fiscal year 2008-09, Santee has access to the following Community Planning and Development (CPD) funds from HUD:

- Community Development Block Grant (CDBG): \$393,260 will be available in fiscal year 2008-09, including an allocation of \$311,732 for fiscal year 2008-09 and \$81,528 of unspent CDBG funds from fiscal year 2006-07.
- HOME Investment Partnerships Program (HOME): \$392,888 will be available in fiscal year 2008-09, including an allocation of \$175,738 for fiscal year 2008-09 and \$217,150 available for reallocation.

The City's goal is to leverage federal, state, and local funds to maximize the number of households that can be assisted. Redevelopment housing set-aside funds are used to fulfill the match requirements for HOME funds.

2. Geographic Distribution

Community Development Block Grant Resources - The Finance Department administers funds from the federally funded HUD Community Development Block Grant program for funding of community development activities. The City of Santee does not have a HUD designated Neighborhood Revitalization Area (NRA). Public facilities and infrastructure improvements funded with CDBG monies will be constructed in the CDBG-eligible census tracts 167.01, 166.17, 162.02, 166.16, and 166.05. Public service funds (15% of CDBG grant) will be distributed throughout the City. Santee will consider the allocation of resources to public service organizations located outside of the City limits in those instances where such public services are limited within the East County area, but provide adequate access to Santee residents.

Racial/Ethnic Concentrations - Minority populations (approximately 19% of the population) are concentrated in census tracts 166.15 (a non-eligible census tract) developed with condominiums and apartments and the northern portion of census tract 162.02 zoned industrial.

3. Activities to be Undertaken

3.1. Relation to Strategic Plan Priorities

The City's 2005 - 2010 Consolidated Plan identifies priority housing and community development activities to be pursued in order to provide decent, affordable, and safe housing, as well as needed community services and facilities for its residents. While the City has identified a number of priority strategies and is implementing programs in the Consolidated Plan's Housing and Community Development Strategy, given limited resources, the City will not pursue each program every fiscal year. The City will focus its resources and efforts on the programs during fiscal year 2008-09 as described in the Listing of Proposed Activities. The priority and program number listed on the following pages correspond to the ones identified in the Santee Consolidated Plan's Housing and Community Development Strategy that documents the full range of strategies and implementation programs.

3.2 Priority Housing Needs

Priority: Assist Lower and Moderate Income Homeowners

Priority Needs Served

• Lower and moderate income homeowners

Implementation - FY 2008- 09 Activities:

HP-5 Home Improvement and Repairs: Through this program, the City assists Santee lower and moderate income homeowners with home improvements and repairs.

Housing Rehabilitation Program: Provide lower and moderate income homeowners with a loan to make repairs to their home.

Obj#	Specific Objective	Performance	Goal				
		Measurement	Five-Year	One-Year			
Owner Housing Objectives							
HP-5	Assist homeowners with a home repair loan.	Low and moderate income homeowners	30	10			
Fundir	g Source: HOME - \$392,888	1					

3.3 Priority Homeless Needs

Priority: Provide Housing Assistance to the Homeless and Near-Homeless

Priority Needs Served

- Homeless persons
- Extremely low income households at risk of homelessness
- Households with special needs (e.g. elderly, disabled, victims of domestic violence, at-risk/runaway youth, persons with drug and/or alcohol abuse)

Implementation - FY 2008 - 09 Activities:

H-1 Near-Term Homeless Facilities and Supportive Services: The City assists homeless service providers in meeting the immediate needs of the homeless, near-homeless, or documented migrant farm workers in Santee. Immediate needs include the provision of food, temporary shelter, health care, and other social services.

Crisis House: Funds for homeless prevention and intervention services through case management and emergency assistance.

Santee Food Bank: Funds for emergency food for families and individuals.

Center for Community Solutions/Project Safehouse: Funds to be used for emergency housing for women/children who are victims of domestic violence.

Santee Santas: Provides emergency assistance to families in crisis.

Ob.: #	On a sifin Oh in ation	Doutoussa	Goal	
Obj#	Specific Objective	Performance Measurement	Five-Year	One-Year
Homele	ess Objectives			
H-1	Assist homeless or near- homeless persons with intervention, temporary shelter and emergency services	Homeless and near -homeless persons	500	240
	Assist homeless or near- homeless persons with emergency food	Homeless and near -homeless persons	25,000	5,000
	Assist homeless or near- homeless persons with emergency food and shelter	Homeless and near -homeless persons	300	60
	Assist families in crisis with food and shelter.	Homeless and near –homeless persons	500	100

Funding Source: CDBG - \$ 4,500 Crisis House

CDBG - \$13,500 Santee Food Bank

CDBG - \$ 759 Center for Community Solutions/Project Safehouse

CDBG - \$ 3,000 Santee Santas

3.4 Community Development - Public Services

Priority: Assist Community Service Agencies and Organizations that Provide Supportive and Enrichment Programs for Lower and Moderate Income Residents

Priority Needs Served

- Lower and moderate income persons
- Persons with special needs

Implementation - FY 2008 - 09 Activities:

CD-1 Senior Services: Santee will allocate CDBG funds to provide needed senior services for residents. Needed services include: housing, in-home services, meals, adult day care, information and referral, and transportation.

Meals on Wheels/Meal Delivery Service: Funds to provide two meals a day to seniors and handicapped persons to help them maintain a lifestyle in their own homes.

ElderHelp of San Diego/Senior Case Management: Funds to provide case management for homebound seniors with health problems/limited support.

Obj#	Specific Objective	Performance	Goal				
		Measurement	Five-Year	One-Year			
Community Development Senior Objectives							
C-1	Assist homebound seniors to remain in their home by providing meals.	Low and moderate income seniors	1,000	95			
	Case management for homebound seniors with health issues	Low and moderate income seniors		97			

Funding Source: CDBG - \$ 9,500 Meals-on-Wheels

CDBG - \$ 3,500 ElderHelp

CD-2 Youth Services: The City will allocate CDBG funds to provide a variety of services to benefit lower and moderate-income children, youth, and their families.

Santee American Youth Soccer Organization (AYSO): Funds will be used to provide soccer fees and equipment for disadvantaged youth.

Cameron Family YMCA: Funds will be used to provide swim and gymnastics fees for disadvantaged youth.

Boys and Girls Club: Funds will be used to purchase furnishings for the kitchen and game room to be used by disadvantaged youth.

Obj#	Specific Objective	Performance	Goal					
		Measurement	Five-Year	One-Year				
Comm	Community Development Youth Objectives							
CD-2	Participation fees for disadvantaged youth.	Low and moderate income youth	2,000	80				
	Assist youth with class fees.	Low and moderate income youth		200				
	Create recreation opportunities for youth .	Low and moderate income youth		100				

Funding Source: CDBG - \$ 4,000 AYSO

CDBG - \$ 3,500 YMCA

CDBG - \$ 4,500 Boys and Girls Club

3.5 Community Development - Public Facilities and Infrastructure Improvements

Priority: Improve and Provide Public and Community Facilities and Infrastructure to Serve Lower and Moderate Income Persons

CD-8 Public Infrastructure: CDBG expenditures on public infrastructure improvements are permitted within income-eligible areas of Santee. The City has identified the need for funding assistance for the construction and improvement of parks, streets, sidewalks, and drainage facilities. The City will continue to utilize the Consolidated Plan Annual Action Plan process and the capital improvement planning process to evaluate the feasibility of using CDBG funds to improve public infrastructure in income-eligible areas of Santee.

Implementation FY 2008 - 09 Activities:

City of Santee Project – Construct new ball fields and additional recreational amenities at Chet Harritt School.

Caring Neighbors Project – Provides minor home repairs to seniors and disabled homeowner.

Obj#	Specific Objective	Performance Measurement	Goal				
			Five-Year	One-Year			
Owner Housing Objectives							
CD-8	Construct ball fields and recreational amenities.	LMA project	5 facilities	1			
CD-9	Provide minor home repairs.	LMC Project	150	30			

Funding Source: CDBG - \$274,155 Chet Harritt School

CDBG - \$ 10,000 Caring Neighbors

3.6.1 Planning and Administration

Priority: Ensure effective use of limited CDBG resources.

Priority Needs Served

- Lower and moderate income persons
- Persons with special needs
- Homeless persons

Implementation FY 2008 – 09 Activities:

A-1 Planning and Administration: Up to 20 percent of the CDBG funds can be used to support the general administration of the Community Development Block Grant program and 1 percent of the County's HOME 10 percent may be used to support administration of the HOME Programs.

Program Administration: Funds to provide for administration, general management, oversight, and program administration for all CDBG and HOME funds.

City of Santee Community Services Department/Santee Review Newsletter: Funds to provide a portion of the cost of the City newsletter for advertising CDBG- and HOME-funded programs and activities and other programs benefiting lower and moderate income persons and persons with special needs.

Obj#	Specific Objective	Performance	Goal				
		Measurement	Five-Year	One-Year			
Administration Objectives							
A-1	Compliance with HUD and community use of funds to achieve program goals	N/A	N/A	N/A			
	Assist with outreach to the community on programs and services	Units	20	4			

Funding Source: \$ 43,442 Administration

\$ 10,000 Newsletter

3.6.2 Planning and Administration - Fair Housing

Priority: Promote Fair Housing

Priority Needs Served

All Santee residents

A-2 Fair Housing: Santee contracts with Center for Social Advocacy to provide fair housing services in the City. The Center for Social Advocacy's services are directed to promote housing opportunities for all persons regardless of race, religion, sex, family size, marital status, ancestry, national origin, color, or disability. They also provide tenant/landlord mediation services in Santee. The Center for Social Advocacy participates in the regional efforts to update the Analysis of Impediments (AI) to Fair Housing Choice every five years.

Implementation FY 2008 – 09 Activities:

Center for Social Advocacy: Funds to provide fair housing and landlord/ tenant counseling services for Santee residents.

Obj#	Specific Objective	Performance Measurement	Goal				
			Five-Year	One-Year			
Fair Housing Objectives							
A-2	Provide fair housing information	Low and moderate income persons	N/A	160 persons			
Funding Source: CDBG \$8,904 Fair Housing and Landlord/Tenant Mediation Program							

4. Other Actions

4.1. Obstacles to Addressing Underserved Needs

Due to financial constraints, the City of Santee is limited in its ability to meet all of the housing and community development needs of lower income households. However, an effort will be made to combine City resources with private industry and non-profit agency resources to meet as much of the need as financially feasible within the time period for the Consolidated Plan.

4.2. Anti-Poverty Strategy

Poverty is defined by the Social Security Administration as the minimum income an individual must have to survive at a particular point in time. Although there are many causes of poverty, some of the more pronounced causes of poverty include the following:

- 1. Low income-earning capability;
- 2. Low educational attainments and job skills;
- 3. Discrimination; and
- 4. Personal limitations (e.g. developmental and physical disabilities, mental illness, drug/alcohol dependency, etc.).

The City works to assist those living below the poverty level through a wide range of service providers. The largest provider of coordinated services is the San Diego County Department of Social Services. This agency provides State and federal public assistance to all residents meeting the guidelines for the various programs available. General relief, Aid to Families with Dependent Children, medical assistance, and self-sufficiency programs are all administered through the County. All Santee residents in need are directed to apply for assistance to the Department of Social Services.

Two leading causes of poverty, low income-earning capability and low educational attainment or job skills, can be addressed by programs which combine education and training with job search preparation for the individual, and also offer tax incentives to employers.

The State of California's welfare reform plan, known as CalWORKS, took effect in 1998. These regulations place a lifetime limit of 60 months for receipt of cash assistance and a limit of 18-24 months of consecutive assistance. Persons receiving assistance must be involved in a work activity for a minimum of 32 hours per week or more for a household with two adults. The CalWORKS program, coordinated by the County Health and Human Services Agency, is designed to move welfare recipients from dependency to self sufficiency through employment, and to divert potential recipients from dependency. The program's goal is to identify sufficient employment opportunities with sustainable income levels for people transitioning off of welfare. Job-related education and training are provided through the county, private industry and educational institutions.

The Housing Services Division within the Finance Department of the City of Santee takes lead responsibility for the implementation of the City's CDBG funds. In addition to an annual allocation to provide services to lower income residents of Santee (including those in poverty), the City allocates CDBG funds to a variety of public facility and infrastructure improvement projects that can attract economic development opportunities, increasing the employment base in the City.

4.3. Foster and Maintain Affordable Housing

The City intends to develop lower and moderate income affordable housing units throughout Santee thereby reducing the impact of housing on any one area. City staff will be responsible for initiating or facilitating the development of affordable housing through agreements with local for-profit and non-profit housing developers (including agreements to provide City assistance) and through managing/monitoring the affordability of these housing units in future years.

The HOME program was created under the National Housing Affordability Act of 1990. Under HOME, HUD will award funds to localities on the basis of a formula which takes into account tightness of the local housing market, inadequate housing, poverty, and housing production costs. Localities must qualify for at least \$500,000, based on HUD's distribution formula, to receive direct allocation of funds, or can apply to the State or combine with adjacent jurisdictions.

The Housing and Community Development Act of 1992 amending the National Affordable Housing Act requires participating jurisdictions to provide matching contributions of 30 percent of HOME funds spent for new construction and 25 percent of HOME funds spent for other HOME projects. The 1992 Act also reduces a local participating jurisdiction's matching requirement by 50 percent for a jurisdiction that certifies that it is in severe fiscal distress. \$392,888 in HOME funds will be available in FY 2008-09, including a HUD allocation of \$175,738 for FY 2008-09 and \$217,150 to be reallocated. The HOME funds will be instrumental in facilitating the construction of new affordable housing and assisting low and moderate income residents make home repairs. Typically, cities use redevelopment housing set-aside funds as matching funds for the HOME program. Santee as a member of a Consortium has provided matching funds. The Consortium is in compliance with federal requirements for matching funds.

4.4. Lead-Based Paint Reduction Strategy

The County of San Diego implemented a Childhood Lead Poisoning Prevention Program on a countywide basis and the City participated in this program to determine the extent of any problem in Santee. The 1992 to 1999 study of elevated blood lead levels in children identified only one case of lead poisoning in Santee, indicating the problems associated with lead-based paint hazards are limited.

However, as the housing stock ages and residents are more apt to remodel their property, the potential for disturbing surfaces containing lead-based paint increases and could pose a risk to residents, particularly pregnant women and small children. The City

will continue to inform its residents applying for Housing Rehabilitation Loans about the hazards of lead-based paint. In addition, copies of the HUD brochure, "Lead-Based Paint, a Threat to Your Children", are kept in the public waiting areas at City Hall.

4.5. Delivery System Gaps and Strategy to Overcome Gaps

Due to financial constraints, the City of Santee is limited in its ability to meet all of the housing and community development needs of lower and moderate income households. However, an effort will be made to combine City resources with private industry and non-profit agency resources to meet as much of the need as financially feasible within the time period for this Consolidated Plan.

The City will strengthen, coordinate, and integrate the governmental institutions, non-profit and private delivery systems outlined in this Consolidated Plan through on-going interaction between City staff, private developers, non-profit organizations, financial institutions, and various service providers.

4.6. Public Housing

There is no public housing in the City of Santee.

4.7. Monitoring

The Finance Department monitors entitlement grant activities carried out in furtherance of the Annual Action Plan, and goals and objectives of the Consolidated Plan, to ensure long-term compliance with the requirement of the CDBG program and the Consolidated Plan. In fiscal year 2008-09 Finance staff expects to conduct approximately 10 onsite monitoring visits to recipients of CDBG. These are carried out in conformance with HUD monitoring guidelines for each program. In addition subrecipients submit monthly, quarterly or annual reports that detail accomplishments, progress, and projected completion. Annual reports are required for all programs and reviewed by staff for compliance with the program requirements.

4.8. Institutional Structure and Coordination

Public Agencies, for-profit and nonprofit private organizations all play a part in the provision of affordable housing and support services. The City of Santee does not intend to be the primary provider of affordable housing, supportive housing, homeless shelters, or supportive services. The City of Santee expects to carry out much of its strategy by encouraging public and private partnerships with private entities, non-profit organizations, or other public agencies assuming the role of primary provider with some financial assistance from the City.

II. CDBG Program Specific Requirements

The City of Santee proposes to fund the projects listed in the "Activities to be Undertaken" section of the Action Plan. They consist of housing, homeless, public services, and planning and administration activities that are qualified under the "Limited Clientele" eligibility. The Public Facilities improvements are eligible under the "Low/Mod Area" eligibility. Housing programs are available citywide to income-qualified households. Fair housing services are mandated by CDBG regulations and are available to residents citywide.

1. LIST OF ANNUAL ACTION PLAN APPROVED ACTIVITES

Table 1 summarizes the proposed use of FY 2008/2009 CPD funds. The Listing of Proposed Activities, which follows, contains a more detailed description of these activities (**Table 2**).

Table 1 - Proposed CPD Projects for FY 2008 - 09

Program Name	Program Type	Funding Source	Funding Amount
Housing		HOME	\$392,888
1. Rehabilitation Loan Program	Housing	HOME	\$175,738
Homeless		CDBG	\$21,759
2. Homeless Prevention and Intervention Services	Homeless Services	CDBG	\$4,500
3. Center for Community SolutionsProject Safehouse	Homeless Service	CDBG	\$759
4. Santee Food Bank	Homeless Service	CDBG	\$13,500
5. Santee Santas	Homeless Service	CDBG	\$3,000
Public Services		CDBG	\$25,000
5. Meals-on-Wheels	Public Service/Seniors	CDBG	\$9,500
6. ElderHelp/Case Management	Public Service/Senior	CDBG	\$3,500
7. American Youth Soccer Organization (AYSO)	Public Service/Youth	CDBG	\$4,000
8. YMCA	Public Service/Youth	CDBG	\$3,500
9. Boys and Girls Club	Public Service/Youth	CDBG	\$4,500
Public Facilities		CDBG	\$284,155
11. Chet Harrit Project	Public Facilities	CDBG	\$274,155
12. Caring Neighbors	Public Facilities	CDBG	\$10,000
Planning and Administration		CDBG	\$62,346
13. Program Administration	Administration	CDBG	\$43,442
14. City-wide Newsletter	Administration	CDBG	\$10,000
15. Center for Social Advocacy	Administration	CDBG	\$8,904
Total FY 2008 - 09 CPD Fun	ded Projects		\$786,148*

^{*}Total includes: 1) CDBG FY 2008-09 allocation of \$311,732, and \$81,528 in funds re-allocated from FY2006-07. 2) HOME FY 2008-09 allocation of \$175,738 plus \$217,150 to be reallocated

1. Applicant's Name: City of Santee, Finance Department

Priority Need: High

Project Title: Housing Rehabilitation Program

Project Description: Funding for the Housing Rehabilitation program provides loans for low and moderate income households (80% AMI) within the City of Santee to make home repairs. Santee is a member of the County HOME Investment Partnership Program, the County reimburses Santee for program costs and addresses the program in the County of San Diego Consortium Consolidated Annual Funding Plan for fiscal year 2008-09.

CPD Outcome Performance Measurement System:

Objective: Decent Housing **Outcome:** Affordability

Indicators: Assist low income homeowners

Location: City-wide Santee, California

Objective Number	IDIS Project ID
3.2 (Program HP-5)	N/A (#5County Funding Plan
	- Consortium Member)
HUD Matrix Code	CDBG Citation
14A	n/a
Type of Recipient	CDBG National Objective
City	n/a
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
Households	10
Local ID	Units Upon Completion
1	

Francisco Correspo	
Funding Sources:	
CDBG	
ESG	
HOME	\$175,738
HOPWA	
ADDI	\$
Total Formula	\$
Prior Year Funds	\$ 217,150
Assisted Housing	
PHA	
Other Funding (PI)	\$
Total	\$ 392,888

The primary purpose of the project is	s to help: th	ne Homeless _	Persons with HIV/AIDS
Persons with Disabilities	Public Housing	g Needs	

3. Applicant's Name: Crisis House

Priority Need: High

Project Title: Homeless Prevention and Intervention Services

Project Description: Funds to provide homeless prevention and intervention services

through case management and emergency services

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments
Outcome: Availability/Accessibility

Indicators: Assist 240 low income persons

Location: Services provided Santee-wide. Agency located at 1034 N. Magnolia Ave.,

El Cajon, California

Objective Number	IDIS Project ID
4.2.2 (Program H-1)	0005
HUD Matrix Code	CDBG Citation
05	570.201(e)
Type of Recipient	CDBG National Objective
Non-Profit	LMC
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
People (Homeless)	240
Local ID	Units Upon Completion
5	

Funding Sources:	
CDBG	\$4,500
ESG	
HOME	
HOPWA	
Total Formula	\$4,500
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$4,500

The primary purpose of the project is to help: <u>X</u> The Homeless ___Persons with HIV/AIDS __X __Persons with Disabilities___ Public Housing Needs

3. Applicant's Name: Santee Santas

Priority Need: High

Project Title: Emergency food program

Project Description: Emergency assistance to families in crisis

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments **Outcome:** Availability/Accessibility

Indicators: Assist 100 low income persons

Location: Services provided Santee-wide. Agency located at 10315 Mission Gorge Road,

Santee, CA 92071.

Objective Number	IDIS Project ID
4.2.2 (Program H-1)	0009
HUD Matrix Code	CDBG Citation
05	570.201(e)
Type of Recipient	CDBG National Objective
Non-Profit	LMC
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
People	300
Local ID	Units Upon Completion
9	

Funding Sources:	
CDBG	\$3,000
ESG	
HOME	
HOPWA	
Total Formula	\$3,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$3,000

The primary purpose of the project i	is to help: _	_The Homeless_	Persons with HIV/AIDS
Persons with Disabilities	Public Ho	ousing Needs	

4. Applicant's Name: Center for Community Solutions

Priority Need: High

Project Title: Project Safehouse

Project Description: Funds to be used for emergency housing and supportive services

for women/children who are victims of domestic violence

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments
Outcome: Availability/Accessibility
Indicators: Assist 60 persons

Location: Services provided Santee - wide. The Center for Community Solutions (Agency)

is located at 4508 Mission Bay Drive, San Diego, California

Objective Number	IDIS Project ID
4.2.3 (Program CD-3)	0007
HUD Matrix Code	CDBG Citation
05G	570.201(e)
Type of Recipient	CDBG National Objective
Non-Profit	LMC
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
People	60
Local ID	Units Upon Completion
7	

Funding Sources:	
CDBG	\$759
ESG	
HOME	
HOPWA	
Total Formula	\$759
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$759

The primary purpose of the project is	s to help:	the Homeless	Persons with HIV/AIDS
Persons with Disabilities	Public Housing Ne	eds	

5. Applicant's Name: Santee Food Bank

Priority Need: High

Project Title: Santee Food Bank

Project Description: Funds to provide emergency food supply for families and

Individuals

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments
Outcome: Availability/Accessibility
Indicators: Assist 5,000 persons

Location: 9065 Edgemoor Drive Santee, California

Objective Number	IDIS Project ID	
4.2.3 (Program CD-6)	0001	
HUD Matrix Code	CDBG Citation	
05	570.201(e)	
Type of Recipient	CDBG National Objective	
Non-Profit	LMC	
Start Date	Completion Date	
07/01/2008	06/30/2009	
Performance Indicator	Annual Units	
People	5,000	
Local ID	Units Upon Completion	
1		

\$13,500
\$13,500
\$13,500

The primary purpose of the project is	s to help: <u>X</u> the Homeless _	Persons with HIV/AIDS
Persons with Disabilities	Public Housing Needs	

6. Applicant's Name: Meals-on-Wheels Greater San Diego

Priority Need: High

Project Title: Meals-on-Wheels/Food Delivery Service

Project Description: Funds to provide two meals a day to seniors and persons with

disabilities to help them remain in their own homes

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments
Outcome: Availability/Accessibility
Indicators: Assist 95 persons

Location: Services provided Santee-wide. Agency located at 2254 San Diego Avenue, San

Diego, California

Objective Number	IDIS Project ID
4.2.3 (Program CD-1)	0002
HUD Matrix Code	CDBG Citation
05A	570.201(e)
Type of Recipient	CDBG National Objective
Non-Profit	LMC
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
People (Seniors)	95
Local ID	Units Upon Completion
2	_

Funding Sources:	
CDBG	\$9,500
ESG	
HOME	
HOPWA	
Total Formula	\$9,500
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$9,500

The primary purpose of the project i	s to help:	the Homeless _	_Persons with F	11V/AIDS
Persons with Disabilities	Public Housin	a Needs		

7. Applicant's Name: ElderHelp of San Diego

Priority Need: High

Project Title: ElderHelp/Senior Case Management Care

Project Description: Funds to provide case management for homebound seniors with

health problems or limited social support

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments
Outcome: Availability/Accessibility

Indicators: Assist 97 persons

Location: Services provided city-wide in Santee. Agency located at 4069 30th Street San

Diego, California

Objective Number	IDIS Project ID	
4.2.3 (Program CD-1)	0003	
HUD Matrix Code	CDBG Citation	
05A	570.201(e)	
Type of Recipient	CDBG National Objective	
Non-Profit	LMC	
Start Date	Completion Date	
07/01/2008	06/30/2009	
Performance Indicator	Annual Units	
People (Seniors)	97	
Local ID	Units Upon Completion	
3		

Funding Sources:	
CDBG	\$3,500
ESG	
HOME	
HOPWA	
Total Formula	\$3,500
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$3,500

The primary purpose of the p	project is to help:	_ the Homeless _	Persons with HIV/AIDS
Persons with Disabilities	Public Housing Ne	eeds	

8. Applicant's Name: Boys and Girls Clubs of East County

Priority Need: High

Project Title: Boys and Girls Club

Project Description: Purchase furnishings for the kitchen and game room to be used for

disadvantage youth.

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments
Outcome: Availability/Accessibility
Indicators: Assist 100 persons

Location: 8820 Tamberly Way, Santee, California

Objective Number	IDIS Project ID
4.2.3 (Program CD-2)	0008
HUD Matrix Code	CDBG Citation
05D	570.201(e)
Type of Recipient	CDBG National Objective
Non-Profit	LMC
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
People (Youth)	100
Local ID	Units Upon Completion
8	

Funding Sources:	
CDBG	\$4,500
ESG	
HOME	
HOPWA	
Total Formula	\$4,500
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$4,500

The primary purpose of the project is	s to help:	the Homeless _	Persons with HIV/AIDS
Persons with Disabilities	Public Housi	ng Needs	

9. Applicant's Name: Santee American Youth Soccer Association (AYSO)

Priority Need: High

Project Title: Santee American Youth Soccer Association (AYSO)

Project Description: Funds will be used to provide soccer fees and equipment for

disadvantaged youth.

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments
Outcome: Availability/Accessibility

Indicators: Assist 50 persons

Location: City-wide, Santee, California

Objective Number	Project ID
4.2.3 (Program CD-2)	0006
HUD Matrix Code	CDBG Citation
05D	570.201(e)
Type of Recipient	CDBG National Objective
Non-Profit	LMC
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
People (Youth)	50
Local ID	Units Upon Completion
6	

\$4,000
\$4,000
\$4,000

The primary purpose of the project is	s to help:	the Homeless _	Persons with HIV/AIDS
Persons with Disabilities	Public Housi	ng Needs	

10. Applicant's Name: YMCA of San Diego County - East County/Cameron

Priority Need: High

Project Title: YMCA

Project Description: Funds to provide class/program fees for disadvantaged youth

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments
Outcome: Availability/Accessibility
Indicators: Assist 200 persons

Location: 10123 Riverwalk Drive, Santee, California

Objective Number	IDIS Project ID
4.2.3 (Program CD-2)	0004
HUD Matrix Code	CDBG Citation
05D	570.201(e)
Type of Recipient	CDBG National Objective
Non-Profit	LMC
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
People (Youth)	200
Local ID	Units Upon Completion
4	

Funding Courses	
Funding Sources:	
CDBG	\$3,500
ESG	
HOME	
HOPWA	
Total Formula	\$3,500
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$3,500

The primary purpose of the project is	s to help:	the Homeless _	Persons with HIV/AIDS
Persons with Disabilities	Public Housi	ng Needs	

11. Applicant's Name: City of Santee, Community Services Department

Priority Need: High

Project Title: Chet Harritt School

Project Description: Provide funding to build ball fields and recreational amenities.

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments
Outcome: Availability/Accessibility
Indicators: Construct 1 facility

Location: Census Tract 166.05 Santee, California

Objective Number	IDIS Project ID
4.2.3 (Program CD-8)	0013
HUD Matrix Code	CDBG Citation
03	570.201(c)
Type of Recipient	CDBG National Objective
City	LMA
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
Public Facilities	1 facility
Local ID	Units Upon Completion
13	-

Funding Sources:	
CDBG	\$274,155
ESG	
HOME	
HOPWA	
Total Formula	\$274,155
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$274,155

The primary purpose of the project is	s to help:	_ the Homeless	Persons with HIV/AIDS
Persons with Disabilities	Public Hou	sing Needs	

11. Applicant's Name: Lutheran Social Services

Priority Need: High

Project Title: Caring Neighbors Program

Project Description: Funding for minor home repairs for senior or disabled

homeowners.

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments
Outcome: Accessibility/Availability
Indicators: Assist 30 homeowners.

Location: City wide

Objective Number	IDIS Project ID
4.2.3 (Program CD-8)	0014
HUD Matrix Code	CDBG Citation
14A	570.202
Type of Recipient	CDBG National Objective
City	LMC
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
Households	30
Local ID	Units Upon Completion
14	

Funding Sources:	
CDBG	\$10,000
ESG	
HOME	
HOPWA	
Total Formula	\$10,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$10,000

The primary purpose of the project is	s to help:	the Homeless	Persons with HIV/AIDS
Persons with Disabilities	Public Housi	ing Needs	

12. Applicant's Name: City of Santee, Finance Department

Priority Need: High

Project Title: Administration Services

Project Description: Funds to support the general administration of the CDBG program

CPD Outcome Performance Measurement System:

Objective: N/A Outcome: N/A Indicators: N/A

Location

Santee, California

Objective Number	IDIS Project ID
4.2.4 (Program A-1)	0010
HUD Matrix Code	CDBG Citation
21A	570.206 (a)
Type of Recipient	CDBG National Objective
City	
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
Administration	n/a
Local ID	Units Upon Completion
10	

Funding Sources:	
CDBG	\$ 43,442
ESG	
HOME	
HOPWA	
Total Formula	\$ 43,442
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$ 43,442

The primary purpose of the project is	s to help:	the Homeless	Persons with HIV/AIDS
Persons with Disabilities	Public Housi	ing Needs	

13. Applicant's Name: City of Santee, Community Services Department

Priority Need: High

Project Title: City of Santee Community Services Department/Santee Review

Newsletter

Project Description: Funds subsidize the costs to publish the City newsletter to publicize CDBG and HOME funded programs and activities and other programs benefiting lower and moderate income persons and persons with special needs

CPD Outcome Performance Measurement System:

Objective: N/A Outcome: N/A Indicators: N/A

Location: Community Services Department, Santee, California

Objective Number	IDIS Project ID
4.2.4 (Program A-1)	0012
HUD Matrix Code	CDBG Citation
21A	570.206
Type of Recipient	CDBG National Objective
City	LMC
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
Newsletters	4
Local ID	Units Upon Completion
14	4

Funding Sources:	
CDBG	\$10,000
ESG	
HOME	
HOPWA	
Total Formula	\$10,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding Total	\$10,000

The primary purpose of the project is	s to help:	the Homeless	Persons with HIV/AIDS
Persons with Disabilities	Public Housi	ng Needs	

14. Applicant's Name: Center for Social Advocacy

Priority Need: High

Project Title: Center for Social Advocacy/Fair Housing and Tenant-Landlord

Mediation Service Program

Project Description: Funds to provide fair housing and tenant-landlord mediation

services for Santee Residents

CPD Outcome Performance Measurement System:

Objective: Suitable Living Environments
Outcome: Availability/Accessibility
Indicators: Assist 160 persons

Location: Services provided Santee-wide. Agency located at 1068 Broadway, Suite 221,

El Cajon, California

Objective Number	IDIS Project ID
4.2.4 (Program A-1)	0011
HUD Matrix Code	CDBG Citation
21D	570.206
Type of Recipient	CDBG National Objective
Non-Profit	LMC
Start Date	Completion Date
07/01/2008	06/30/2009
Performance Indicator	Annual Units
People	160
Local ID	Units Upon Completion
11	

Funding Sources: CDBG ESG	\$8,904
HOME	
HOPWA	
Total Formula	\$8,904
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding Total	\$8,904

The primary purpose of the project is	s to help:	the Homeless	_Persons with HIV/AIDS
Persons with Disabilities	Public Hous	ing Needs	

III. CITIZEN PARTICIPATION

This Action Plan is the result of comprehensive public outreach efforts. These efforts include the solicitation of funding proposals through community mailings and notices including the Santee Review, a quarterly publication for City news, information and activities which is mailed to all Santee households. Public hearings are held at two City Council meetings, and a 30-day public review and comment period is provided for the Action Plan.

Each year a Notice of Funding Availability is published in the local newspaper, mailed to all interested agencies and persons, posted on the City website and published in the Santee Review. All eligible proposals are submitted to the City Council for funding consideration at two noticed public hearings. At the public hearings applicants and citizens may speak in support (or in opposition to) the proposals and the City Council may requests additional information from applicants or staff. At the second public hearing the City Council selects proposals for funding. Subsequently, a Notice of the Draft One-Year Action Plan with the approved activities (proposals) is published in the local newspaper with a 30-day review and comment period.

The Annual Action Plan, including any comments received, is considered and approved by the City Council. The City Council is expected to approve the fiscal year 2008-09 Annual Action Plan on May 14, 2008 for submittal to HUD by May 15, 2008.

Attached is the Proof of Publications.

IV. 424 APPLICATION AND CERTIFICATIONS

The 424 signed Application and the required Certifications are found on the following pages.

To Be Attached

Proof of Publication

(2015.5 C.C.P.)

STATE OF CALIFORNIA COUNTY OF SAN DIEGO

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years and I am not a party to or interested in the notice published. I am the chief legal advertising clerk of the publisher of

The Santee Star

a newspaper of general circulation, printed and published weekly in the city of Santee, County of San Diego, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of November 16, 1994, Case No. 676718, that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

4/10

all in the year 2008

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Chula Vista, California

this 10th day of April 2008

San Diego Neighborhood Newspapers
The Santee Star
119 N. Magnolia Ave.
El Cajon, CA 92020
619.441-1440

This space is for the County Clerk's filing stamp.

Proof of Publication of

EC15971

ACTION PLAN FOR FISCAL YR 08/09

PUBLIC NOTICE ONE-YEAR ACTION PLAN FOR FISCAL YEAR 2008-09

NOTICE IS HEREBY GIV-EN: that the City of Santee FY2008-09 One-Year Draft Action Plan will be available for public review and comment between April 10, 2006 and May 9, 2008 Comments and re-quests for additional information may be directed to Joyce Eastey. Finance Department: 10601 North Magnolia Avenue, City of Santee, CA/92071, (619) 256-4100, extension 129. The One-Year Draft Action The One-Year Draft Action Plan provides details of the projects and programs proposed for Community Development Block Grant (CDBG) tunds for Ry2008-09. On May 14, 2008 the Santee City Council is scheduled to (1) consider all comments received. (2) approve the projects and approve the projects and programs for FY2008-09 and (3) authorize the City Manager to submit an application for CDBG funds. The meeting will be held The meeting will be nero at 7:00 p.m. in the Santee City Council Chambers at 10601. North Magnolia Avenue Santee CA. The CDBG total allocation for FY2007-06 is \$393,260. There is a 15 percent cap on the allocation to Public Council Capacita 200 percent. Services and a 20 percent cap on the allocation to Administrative Activities. On February 13, 2008 the Santee City Council heard comments for the FY2008-09 Draft One Year Action Plan Programs that have been approved by Council for funding include the following:

Public Service Activities

Sentee Ministerial Council, Santee Food Bank Meals-on-Wheels Greater San Diego Crisis House, Homeless Prevention and Intervention Project Santee American Youth Soccer Organization Santee Boys and Girls Club East County YMCA.
Cameron Fatrilly Facility Eldert-leip of San Diego Center for Community Solutions, Project Sarehouse Santee Santes

Public Facilities and Improvements

Chet Harritt School ball fields & recreations. amenities Lutheran Social Services Caring Neighbots Progra

Administration Activities

Program Advartes action!
The Center is Spitial!
Advocacy
Santee Review Newsletter

ADDITIONAL INFORMATION: The City of Sames complies with the Americans with Unabulary Act. Upon request, the superior will be made averable in appropriate laterative formats to persons with dissibilities as required by Section 202 of the American with Dissibilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office at (619) 258-4100 at least 48 hours before the meeting, if possible.

ECC/Santee Star 4/10/08-15971

Proof of Publication

(2015.5 C.C.P.)

STATE OF CALIFORNIA COUNTY OF SAN DIEGO

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years and I am not a party to or interested in the notice published. I am the chief legal advertising clerk of the publisher of

The Santee Star

a newspaper of general circulation, printed and published weekly in the city of Santee, County of San Diego, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of November 16, 1994, Case No. 676718, that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

1/17

all in the year 2008

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Chula Vista, California

this 17th day of January 2008

San Diego Neighborhood Newspapers
The Santee Star
119 N. Magnolia Ave.
El Cajon, CA 92020
619,441-1440

Proof of Publication of

EC14699

Block Grant FY08-09

City of Santee
PUBLIC NOTICE
Notice of Funding
Availability
FY: 2008-06 Community
Development Block, Grant

The Chy of Sartee is requesting processls for use of FY 2008/09 (Program Year 2008) Community Development Block Grant (CD8G) Funds CD8G is a federally funded program administered by the Detartment of Housing and Urban Development (HBD) with Development (HBD) with Development HBD) with CD8G program can be sitted to fund a variety of public maprovements and services that behelf flow and studies to fund a variety of public maprovements and services that behelf flow and studies are income residents. During FY 2007-08 (Program Year 2007), the City received as 323,956 CD8G grant plus 35,305 re-assessed from literal year 2005-08 it is unknown at this time what the evaluable furtiling for hecal year 2005-08 it is unknown at this time what the evaluable furtiling for hecal year 2005-08 it is unknown at this time what the evaluable furtiling for hecal year 2005-08 it is unknown at this time what the evaluable furtiling for hecal year 2005-08 it is unknown at this time what the evaluable furtiling for hecal year 2005-08 it is unknown at this time what the evaluable for head year 2005-08 it is unknown at this time what the evaluable for head year 2005-08 it is unknown at this time what the evaluable for head year 2005-08 it is unknown at this time what the evaluable furtiling for hecal year 2005-08 it is unknown at the time of the evaluable furtiling for head year 2005-08 it is unknown at the first the control of eligibility tactions it you have an question about the CD8G program and/or project eligibility for want an application packet please call (619) 258-4100 extension 129

City of Santee Housing Services Division - Finance Dept. 10601 Magnolla Avenue Santee, CA: 92071

ECC/Santee Star-14699 1/17/08 **MEETING DATE**

May 14, 2008

AGENDA ITEM NO.

ITEM TITLE

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE. CALIFORNIA AUTHORIZING SUBMITTAL OF APPLICATION TO THE CALIFORNIA INTEGRATED WASTE

MANAGEMENT BOARD

DIRECTOR/DEPARTMENT

Gary Halbert/Development Services

SUMMARY

This item requests City Council authorize staff to submit a grant application to the California Integrated Waste Management Board (CIWMB) for reimbursement for the use of rubberized asphalt under the Targeted Rubberized Asphalt Concrete Incentive (TRI) Grant Program.

The State of California is offering grants for the use of rubberized asphalt which will pay the differential in cost between the use of regular asphalt material and rubberized asphalt material.

Rubberized asphalt offers a number of benefits which include;

- Reduces pavement cracks due to thermal expansion
- Provides greater skid resistance
- Has a quieter ride
- Is a renewable resource made from recycled materials

The grant program requires City Council adoption of a resolution authorizing the grant application. Approval of this resolution will allow the City to apply for all available CIWMB TRI grants up through June 30, 2010.

FINANCIAL STATEMENT

Potential reimbursement from the State of California of up to \$150,000 annually.

CITY ATTORNEY REVIEW \square N/A ☐ Completed

RECOMMENDATION

Adopt the attached resolution authorizing staff to file a grant application and authorizing the City Engineer to execute the Grant Agreement.

ATTACHMENTS (Listed Below)

Resolution

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

WHEREAS, Public Resources Code Section (PRC) 42872.5, authorizes the California Integrated Waste Management Board (CIWMB) to establish a grant program to fund rubberized asphalt concrete (RAC) projects; and

WHEREAS, the CIWMB has been delegated the responsibility for the administration of the program, setting up necessary procedures, governing applications by local governments and their subdivisions under the program; and

WHEREAS, said procedures established by the CIWMB require the applicant to certify, by resolution, approval of the application before submission of said application to the CIWMB; and

WHEREAS, if awarded a grant, the City of Santee will enter into an agreement with the CIWMB for development of the project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santee, California that the City Engineer be authorized to submit grant applications to the CIWMB for a Targeted Rubberized Asphalt Concrete Incentive (TRI) Grant and all available CIWMB TRI grants up to June 30, 2010. The City Engineer, of the City of Santee is hereby authorized and empowered to execute in the name of the City of Santee all necessary applications, contracts, agreements, amendments, and payment requests hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 14th day of May, 2008, by the following roll call vote to wit:

AYES:	
NOES:	
ABSENT:	
	APPROVED:
	RANDY VOEPEL, MAYOR
ATTEST:	
LINDA A. TROYAN, MMC, CITY CLERK	

MEETING DATE May 14, 2008

AGENDA ITEM NO.

ITEM TITLE

RESOLUTION TO ADOPT THE REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PROGRAM (RTCIP) MITIGATION FEE PURSUANT TO SECTION 16.26.050 OF THE SANTEE MUNICIPAL CODE.

DIRECTOR/DEPARTMENT

Gary Halbert/Development Services

SUMMARY

This item requests City Council adopt the attached resolution establishing the fee rate for the RTCIP Mitigation Fee and adjusting the Traffic Mitigation Fee rate for single and multi-family residential pursuant to Section 16.26.050 of the Santee Municipal Code.

A staff report detailing the fee methodology is attached for City Council's consideration.

This item implements the Ordinance for establishing an RTCIP mitigation fee which is also on this agenda for its second reading and adoption.

ENVIRONMENTAL REVIEW

Adoption of the resolution is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to California Public Resources Code sections 21080(a) and 21080(b)(13) and California Code of Regulations, Title 14, Chapter 3 ("CEQA Guidelines") sections 15002(i), 15357 and 15276.

FINANCIAL STATEMENT

The resolution will establish a new development impact fee that will be used to fund Regional Arterial improvements within the City.

CITY ATTORNEY REVIEW ☐ N/A ☐ Completed

RECOMMENDATION

- 1. Conduct and close the Public Hearing.
- 2. Find the resolution Exempt from CEQA based on the findings stated above.
- 3. Adopt the resolution as recommended by staff.

ATTACHMENTS (Listed Below)

Staff Report Resolution

Staff Report Development Impact Fee for the Regional Transportation Congestion Improvement Program May 14, 2008

The original Transnet program was approved by San Diego voters in 1987 and was a 20-year program. The original program expires July of 2008. Recognizing the value of the original Transnet ½ cent sales tax measure, and the support for regional transportation projects that it provided, SANDAG undertook an extension of the sales tax measure to become effective on July 1, 2008. The proposition to extend the sales tax measure was approved by San Diego county voters in November of 2004.

Recognizing the difficulty in passing a tax measure, SANDAG conducted a sophisticated and thorough campaign to ascertain the opinions of voters in the 2004 election and structured the Transnet Extension Ordinance to attract and appeal to as many voters as possible. A two-thirds majority was needed to enact the measure, so broad popular support and limited opposition was critical to a successful election. Consequently, in order to ensure the two-thirds voter threshold could be met, and so that stakeholders and other interested parties would endorse and publicly support the proposed extension, the Extension Ordinance was far more complex than the original measure approved in 1987. As a result, the new measure contains many new provisions related to environmental mitigation, expanded public transit, bicycle/pedestrian programs, a taxpayer oversight committee, smart growth programs, and other provisions not included in the original 1987 measure. Among these new provisions is the Regional Transportation Congestion Improvement Program (RTCIP) related to new developments. The RTCIP program was designed to address concerns of voters who feared that the extension ordinance would merely become a bailout for new development projects and who desired some provision in the ordinance to ensure that new development would continue to pay a fair share toward the expansion of the regional transportation system.

The fees collected will be used to fund regional transportation improvements within Santee. The proposed fee will generate approximately \$8.5 million dollars through build out. Of this, approximately \$5.5 million represents the net increase over the existing fee structure. Currently approved residential developments will be required to pay the new fee at time of issuance of building permit if the fee is approved. This includes Fanita which specifically included this fee in the Development Agreement. The fee takes effect sixty days after enactment by City Council.

To simplify the accounting process and the annual reporting requirements under Transnet, staff is recommending the adoption of a RTCIP Mitigation Fee separate from the City's Traffic Mitigation Fee. The RTCIP fee would go toward construction of improvements needed for the Regional Arterial System as defined by SANDAG. Arterials in the City of Santee that are in the Regional Arterial System include:

Mission Gorge Road between the west City limit and Magnolia Avenue Woodside Avenue between Magnolia Avenue and SR 67 Mast Boulevard between SR 52 and Magnolia Avenue Cuyamaca Street between Mission Gorge Road and the south City limit Magnolia Avenue between Mast Boulevard and Prospect Avenue

To ensure development is not overcharged, we are recommending a proportional reduction in the Traffic Mitigation Fee for residential units for that portion of the fee attributable to regional arterial improvements. The current Traffic Mitigation Fee program identifies \$130,913,109 in traffic improvements proposed City wide.

Of the projects identified, the following are regional arterial improvements with the exception of Mast Boulevard widening which has not been incorporated into the regional arterial system pending completion of SR 52. This connection provides an important east-west connection to Lakeside and would be considered a parallel capacity project. Staff has a high degree of confidence this improvement will be included into the regional system, so it is included for determining the fee adjustment amount:

Widening Improvements

Magnolia Ave - Mission Gorge Rd to Chubb Lane	\$ 3,395,300
Mast Blvd – Los Ranchitos Rd. to eastern City limit	\$ 3,601,800
Mission Gorge Rd – Carlton Hills to SR 125	\$ 9,447,309

Intersection Improvements

Magnolia Avenue/Mission Gorge	\$ 3	3,309,200
Magnolia Avenue/Prospect Avenue	\$	338,000
Mission Gorge/Cottonwood	\$	335,600
Mission Gorge/Cuyamaca	\$	382,000
Mission Gorge/Fanita	\$	338,100

Median Improvements

Magnolia Ave – Chubb Ln to Braverman Dr	\$ 1,200,000
Mast Blvd – Fanita Pkwy to Carlton Hills	\$ 1,100,000

RTCIP Mitigation Fee – Staff Report May 14, 2008 Page 3

Mast Blvd – Cuyamaca St to Magnolia Ave	\$ 983,000
Mission Gorge Rd – Riverview Pky to Magnolia	\$ 1,857,000
Woodside Ave – Magnolia Ave to SR 67	\$ 1,311,000
Mast Blvd – median enhancements	\$ 1,250,000

TOTAL = \$28,848,309

The Regional Arterial System improvements represent twenty-two percent (22%) of the total program costs.

Reducing the existing Traffic Mitigation Fee for single family residential and multifamily residential by 22%, yields a new fee rate for single family residential of \$2,857/unit and a new fee rate for multi-family residential of \$1,787/unit.

The RTCIP Mitigation Fee is recommended at \$2,000/residential unit as required by the Transnet Extension Ordinance. The SANDAG nexus study justifies the recommended fee rate. The fee proposed by the nexus study is the same for single family and multi-family residential.

		Single Family Residential	Multi-family Residential
Existing	Traffic Mitigation Fee	\$ 3,664	\$ 2,291
Proposed	Traffic Mitigation Fee with RTCIP Adopted	\$ 2,857	\$ 1,787
Proposed	RTCIP Mitigation Fee	\$ 2,000	\$ 2,000
Total Proposed Traf Proposed RTCIP Fe		\$ 4,857	\$ 3,787
Net Increase	=	\$ 1.193	\$ 1.496

Staff recommends City Council adopt the new fee rates as identified above. The attached resolution reflects staff recommendation and the new fee rates.

RESOLUTION NO.	
KESSES HOW NO.	

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, ADOPTING DEVELOPMENT IMPACT FEE RATES

WHEREAS, Article XI, Section 7 of the California Constitution authorizes cities to use their police powers to protect the public health, safety and welfare by, among other things, enacting development impact fees; and

WHEREAS, the City of Santee's Development Impact Fee Ordinance establishes development impact fee provisions and makes all appropriate findings required by California Government Code Section 66000 et seq., which findings are incorporated herein by reference; and

WHEREAS, the City Council of the City of Santee has adopted an ordinance establishing a RCTIP impact fee in accordance with the TransNet Extension Ordinance, approved in 2004 by voters in San Diego County, and the Mitigation Fee Act; and

WHEREAS, it is necessary to establish and maintain development impact fees to properly implement the goals and objectives of the General Plan; and

WHEREAS, the rate of the RTCIP Mitigation Fee is established herein by reference to the "Nexus Study for Transnet Regional Transportation Congestion Improvement Program" dated November 26, 2007, prepared on behalf of SANDAG for the RTCIP program, which the City Council has independently reviewed and verified; and

WHEREAS, the rate of the existing Traffic Mitigation Fee is reduced hereby by a proportional amount to the total cost of traffic improvements which will be funded by the new RTCIP Mitigation Fee, estimated to be twenty-two percent (22%).

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Santee, California, after considering the evidence presented at the public hearing, as follows:

<u>Section 1:</u> The City Council does hereby establish the following development impact fees:

		Multi-family			
	HL	Residential			
Traffic Mitigation Fee	\$2,857	\$2,857	\$2,857	\$2,857	\$1,787
RTCIP Mitigation Fee	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000

<u>Section 2:</u> The Traffic Mitigation Fee shall be adjusted annually based upon the provisions of Santee Municipal Code Section 16.26.050(C). The RTCIP Mitigation Fee shall be adjusted annually based upon the provisions of Santee Municipal Code Section 16.26.050(D).

		se fee rate: the RTCIP M			on th	e effective	date	of t	the
	•	e City Cour s 14th day of		•				_	ılar
AYES):								
NOES	S :								
ABSE	NT:								
				APPROV	/ED:				
			i	RANDY	VOEPE	EL, MAYOR		-	
ATTEST:									
LINDA A. TF	ROYAN, MI	IC, CITY CL	ERK						

MEETING DATE

May 14, 2008

AGENDA ITEM NO.

<u>ITEM TITLE</u> PUBLIC HEARING APPROVING THE ENGINEER'S REPORT, THE FY2007-08 ANNEXATION AND SETTING OF ASSESSMENT RATES FOR THE RIVERVIEW DEVELOPMENT (TM05-04) TO THE TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT

DIRECTOR/DEPARTMENT Tim K. McDermott, Director of Finance

SUMMARY On March 12, 2008 the City Council initiated proceedings, ordered and preliminarily approved the Engineer's Report and adopted a Resolution of Intention to annex the Riverview development as a new zone (Zone H) to the Town Center Landscape Maintenance District ("TCLMD") for FY2007-08. Council also set May 14, 2008 as the date for the required Public Hearing.

Riverview is located north of the corner of Mission Gorge Road, south of the San Diego River, east of Cuyamaca Street, and west of Magnolia Avenue. Improvements have been installed, and conditions of project approval require that it join the TCLMD. While annexed to the TCLMD, there will be no annual assessments on Riverview at this time because its management association will pay for maintenance expenses. If not maintained to City standards, the City reserves the right to assume maintenance responsibilities and assess the property owners accordingly. The property owners have submitted ballots on the issue of the annexation and assessments pursuant to California Constitution, article XIII D, and Proposition 218.

Council action is needed following tonight's hearing. Ballots submitted will be tallied and the results will be recorded. A simple majority of the ballots submitted, weighted on the basis of the dollar amount assessed to the parcel, is required to render a decision. While assessments will be a "zero" amount and Council will annex the new zone to the TCLMD, property owners must still vote on the issue of the assessments. If ballots submitted in opposition are more than ballots submitted supporting the assessments, the assessments cannot be levied in the future if needed. If ballots submitted supporting the assessments are greater than ballots submitted opposing the assessments, the zone will be annexed and an assessment rate will be established, though no actual assessment will take place at this time.

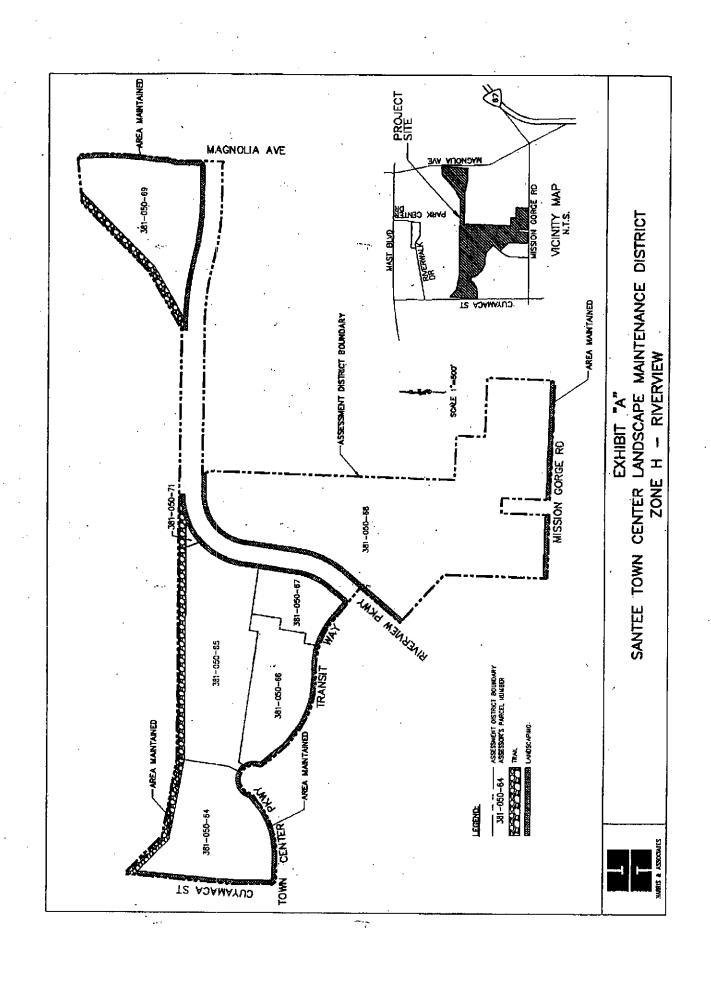
FINANCIAL STATEMENT No assessment would be assessed on the 6 parcels in Riverview because its management association will provide for maintenance. If the City needed to assume maintenance, the annual assessment would be established as a maximum of \$373.04 per residential unit and \$6,924.44 per acre for commercial property in FY2007-08. This maximum assessment rate may be increased using either the greater of the San Diego area CPI or 2% each year with City Council approval in order to account for long term inflation effects. Future assessments will be based on future maintenance costs, and will not exceed the maximum assessment discussed above without property owner approval via a ballot process. All costs related to this annexation have been paid from funds collected from the developer.

<u>CITY ATTORNEY REVIEW</u> □ N/A X Completed

RECOMMENDATION 1) Conduct and close Public Hearing; 2) Adopt Resolution approving the Engineer's Report; 3) Tally votes; and 4) Adopt Resolution declaring the assessment ballot results and confirming or denying the assessment diagram and levy, as applicable, based on the outcome of the property owner ballot protest procedure.

<u>ATTACHMENTS</u> (Listed Below)

Map Engineers Report Resolution





ENGINEER'S REPORT

FOR

ANNEXATION OF ZONE H (RIVERVIEW) OF THE SANTEE TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT

Fiscal Year 2007-08

Prepared for:

CITY OF SANTEE

Prepared by:



March 6, 2008

March 6, 2008

Mr. Tim McDermott Finance Director City of Santee 10601 Magnolia Avenue Santee, CA 92071

Subject: Engineer's Report for Annexation of Zone H (RiverView) of the Santee Town Center Landscape Maintenance District, Fiscal Year 2007-08

Dear Mr. McDermott:

Enclosed please find the Engineer's Report for Annexation of Zone H of the Santee Town Center Landscape Maintenance District in accordance with the Landscape and Lighting Act of 1972 (1972 Act) and Article XIIID of the California Constitution.

The Engineer's Report summarizes our findings regarding the subject District. We have included in this report the following: a description of the facilities to be included in the district; a proposed budget for the fiscal year, July 1, 2007 through June 30, 2008; a description of the parcels included in the district; an explanation of the assessment methodology and assessment determination; and an assessment diagram.

The District is proposed to be divided into eight separate zones of benefit; seven existing zones (Zones A through G) and one zone proposed for annexation for Fiscal Year 2007-08, Zone H (RiverView). This Engineer's Report has been prepared for Zone H, which is the zone proposed for annexation.

Based on the information available to date, we recommend that properties within Zone H have a maximum benefit assessment of \$6,924.444/Acre for Commercial property and \$373.04 per unit for Residential Property for Fiscal Year 2007-08. The maximum assessment rates may be increased by City Council approval each year by (i) the Consumer Price Index - all Urban Consumers for the San Diego Area or (ii) two percent (2%), whichever is greater. It is our understanding that no assessment will be levied unless the management association does not maintain the improvements to a level satisfactory to the City.

We appreciate the cooperation the City of Santee has shown during the course of our work. If we can be of further assistance, please let us know.

Sincerely,

HARRIS & ASSOCIATES

Jeffrey M. Cooper, P.E. Senior Vice President

q:\santee\riverview annexation\reports\riverview revised final engineers report 06mar08.doc

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SECTION 1

DESCRIPTION OF DISTRICT AND FACILITIES

INTRODUCTION

The Santee Town Center Landscape Maintenance District was formed to provide a source of funds for the installation, servicing, repair and operation of landscaping and appurtenant facilities within the District boundaries. At the time the District was formed, several special benefit zones were established to provide a source of funding for the maintenance of improvements which are of local benefit.

Proposition 218 (Article XIIID of the California Constitution), "The Right to Vote on Taxes Act", was approved by voters on Nevember 5, 1996. The passage of Proposition 218 limits the ability of local government to generate revenue using special assessments, local taxes, fees and charges without taxpayer or property owner approval.

Proposition 218 requires approval by a majority of property owners for all new or increased assessments. In order to levy assessments, the Act generally requires that a mailed ballot be sent to all property owners, and that a majority would have to return their ballots in favor of the proposed assessment compared to those opposed to it, weighted by the amount of assessment to be collected from each property.

The Act stipulates that assessments may only be levied for special benefits, and requires that all assessments be supported by a detailed Engineer's Report prepared by a Registered Professional Engineer certified by the State of California. Based upon this requirement, a detailed analysis of the improvements or operations and maintenance expenses to be funded will be needed to demonstrate that the properties being assessed receive a special benefit over and above the benefits conferred on the general public.

A. NAME

The District is entitled "Santee Town Center Landscape Maintenance District."

B. BOUNDARY

The boundaries of the Santee Town Center Landscape Maintenance District currently include all parcels of land in seven separate zones of special benefit: Zone A – Town Center; Zone B – The Lakes; Zone C – San Remo; Zone D – Mission Creek; Zone E – Trolley Square; Zone F – Hartford Property; and Zone G – Riverwalk. The Assessor's Parcel Numbers for the seven existing benefit zones are:

Zone A: Town Center, Parcel Map 14764 and a portion of Cuyamaca Street that is adjacent to Parcel Map 14764 - 381-041-01 through 381-041-05, 381-041-07, 381-041-09, 381-041-12 through 381-041-15, 381-041-18 through 381-041-20, and 381-041-23 through 381-041-39.

- Zone B: The Lakes, Tract Map 11919-381-032-13-01 through 381-032-13-89.
- Zone C: San Remo, Tract 12511 381-310-50 through 381-310-54, 381-310-56, 381-310-58 through 381-310-85, 381-310-89, and 381-310-91.
- Zone D: Mission Creek, Tract Map No. 89-06 381-681-13-01 through 381-681-13-90, 381-681-17-01 through 381-681-17-55, 381-681-18, 381-681-19-01 through 381-681-19-53, 381-681-20-01 through 381-681-20-33, 381-682-21 through 381-682-25, 381-700-01 through 381-700-47, 381-701-01 through 381-701-59, 381-702-01 through 381-702-67, and 381-702-73 through 381-702-80.
- Zone E: Trolley Square, Parcel Map 18857 381-052-01 through 381-052-12.
- Zone F: Hartford Property, City of Santee Improvement Drawing Nos. 2002-400 thru 2002-422 381-050-59.
- Zone G: Riverwalk, Fract 04-01 381-740-01 through 381-740-62, 381-741-01 through 381-741-71, and 381-742-01 through 381-742-85.

It is proposed to annex one new zone as follows:

Zone H: RiverView, Tentative Parcel Map 2005-04 - 381-050-64 through 381-050-69 and 381-050-71

This Engineer's Report addresses the annexation of Zone H to the District for Fiscal Year 2007-08. As provided in the Landscaping and Lighting Act of 1972 (1972 Act), the boundaries may be adjusted in the future by annexation to this District. The boundaries of Zone H of the District are depicted on the Assessment Diagram which is attached to this report as "Exhibit A".

We have investigated the properties in Zone H and there are currently five (5) public properties that benefit from the improvements. There are public streets, public rights-of-way, easements, common areas and unbuildable lots within Zone H, but they do not benefit from the improvements.

Exact dimensions of each parcel are shown on the San Diego County Assessor's maps.

C. FACILITIES – LANDSCAPE IMPROVEMENTS

Landscaping facilities or improvements are defined as landscaping within public streets and public rights-of-way and easements, their appurtenances and the costs of installing, operating and maintaining them.

Improvements to be performed generally consist of maintenance of frontage and right-ofway landscaping, including but not limited to personnel costs, electrical energy, water, materials, contracting services and other items necessary for the satisfactory delivery of these services. The facilities to be maintained in Zone H, proposed for annexation, are the following:

- 1. Landscaping along the east side of Cuyamaca Street adjacent to the boundaries of Parcel 1 of Parcel Map 20177.
- 2. Landscaping along the north side of Town Center Parkway adjacent to the boundaries of Parcels 1, 2 and 3 of Parcel Map 20177.
- 3. Landscaping along the north side of Transit Way adjacent to the boundaries of Parcels 3 and 4 of Parcel Map 20177.
- 4. Landscaping along the west and north sides of Riverview Parkway adjacent to the boundaries of Parcels 2, 4 and A of Parcel Map 20177.
- 5. Landscaping along the north side of Mission Gorge Road adjacent to the boundaries of Parcel 6 of Parcel Map 20177.
- 6. Landscaping along the east and south sides of Riverview Parkway adjacent to the boundaries of Parcel 6 of Parcel Map 20177.
- 7. Landscaping along the north side of Riverview Parkway adjacent to the boundaries of Parcel 7 of Parcel Map 20177.
- 8. Landscaping along the west side of Magnolia Avenue adjacent to the boundaries of Parcel 7 of Parcel Map 20177.
- 9. Pedestrian easement along the northern boundaries of Parcels 1, 2 and A of Parcel Map 20177.
- 10. Pedestrian easement along the northeast boundaries of Parcel 7 of Parcel Map 20177.

PROPOSED DISTRICT BUDGET

GENERAL

The 1972 Act provides that the total cost of installation, construction, maintenance and servicing of the public landscaping and park facilities can be recovered by the District. Maintenance may include the repair and/or replacement of existing facilities. Servicing may include electrical, water and associated costs from a public utility. Incidental expenses, including administration of the District, engineering fees, legal fees, printing, posting, mailing of notices, and all other costs associated with the formation and maintenance of the District may also be included.

BUDGET

The estimated Fiscal Year 2007-08 expenditures for maintenance and administration for the zone proposed for annexation to the District under consideration for this report have been provided by the City and are as follows:

Zone H - RiverView

Yearly Mainter Engineering an	\$ 328,597 32,859	
o e	Total Estimated Budget for Zone H For Fiscal Year 2007-08	\$ 361,456
Reserve Requir	rement	<u>\$ 180,728</u>
	Total Estimated Assessment for Zone H For Fiscal Year 2007-08	<u>\$ 542,184</u>

BASIC DATA AND FINDINGS

BASIC DATA

Data has been compiled from the County Assessor's Maps, Finance Department, Development Services Department and TPM 2005-04.

Zone H - RiverView

1.	Total Land Area to be Assessed	78.30 Acres
2.	Total Assessable Parcels	6
3.	Zoning	Commercial / Residential

FINDINGS

Individual parcels within a landscape district will receive benefits based on land use, size and location of landscaping improvements to be installed, operated or maintained. In the case of the Santee Town Center Landscape Maintenance District, Zone H, all assessable parcels are zoned for commercial usage. We have investigated the properties in Zone H and have determined that there are currently five (5) public properties that benefit from the improvements.

ASSESSMENT METHODOLOGY

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, entitled the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which includes the maintenance of landscaping and the maintenance and operation of street lights.

The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. Section 22573 provides that:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

The Act also permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (S&H S22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax." We have investigated the properties in Zone H and have determined that there are five (5) public properties that benefit from the improvements. The remaining public properties within the boundary of Zone H are public streets, public rights-of-way, easements, common areas and unbuildable lots, and based upon our review do not receive special benefit.

SPECIAL BENEFIT DETERMINATION

Trees, landscaping, trails, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade, access and enhancement of the desirability of the surroundings, and therefore increase property desirability and value. In <u>Parkways and Land Values</u>, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

"...there is no lack of opinion, based on general principals and experience and common sense, that parkways do in fact add value to property, even though the amount cannot be determined exactly.... Indeed, in most cases where public money has been spent for parkways the assumption has been definitely made that the proposed parkway will show a provable financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City,..."

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping along side the roadway.

The City of Santee considers the maintenance and upkeep of parkways and adjacent slopes to be the responsibility of the adjacent development due to the added beautification of the local community which extends to the perimeter of the development.

Improvements that provide a special benefit to an isolated group of parcels of land located within the District are considered to be a localized benefit, and the costs associated with these improvements are assessed to all assessable parcels receiving the localized benefit. Localized benefits include the construction, operation, servicing and maintenance of the improvements that only benefit the parcels located within the localized areas.

Localized Landscaping – Parcels that have localized landscaping such as entryway landscaping, parkway landscaping, etc. adjacent to or near their parcels directly benefit from the landscaping improvements and are assessed for the costs of the localized landscaping.

ASSESSMENT METHOD

The District is split into seven distinct zones representing seven different areas of special benefit. This Engineer's Report includes Zone H (RiverView) proposed for annexation to the District for Fiscal Year 2007-08.

Parcels 381-050-64 through -69 and 381-050-71 are in Zone H and will be assessed for the maintenance of those improvements that provide a special benefit to the project. Article XIIID of the California Constitution defines special benefit as:

"A particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute 'special benefit'."

An analysis of the improvements (as described in Section 1-C), has shown that the improvements, which are to be installed as a condition of approval for the development of the project, provide a special benefit to the parcels in Zone H (RiverView) over and above general benefits conferred on the public at large.

In order to develop these properties, the City required these improvements to be installed and maintained by the property owners. Therefore, each parcel in Zone H could not have been developed without the installation and maintenance of the facilities.

The properties in Zone H receive a direct enhancement of their property values due to the installation and ongoing maintenance of the improvements, and the presence of the landscaping makes the subdivision a more attractive place to live and provides a greater quality of life for the residents.

All of the improvements are located adjacent to the development. We believe that approximately 100% of the special benefit is to properties in the Zone, and any general benefit to properties outside the zone is very small and difficult to quantify.

The methodology to be used to apportion the assessments to those parcels in Zone H (RiverView) will be based upon the special benefit received. The following methodology has been developed to calculate the benefit to be assigned to each lot or parcel within the Zone based on land use and parcel size.

Residential. The benefit for land used for developed residential uses would be assigned on a per acre basis and then converted to a per unit cost based on the number of residential units.

Commercial. The benefit for land used for developed commercial/public uses would be assigned on a per acre basis.

Vacant Commercial. Parcels defined as vacant commercial parcels would be assigned benefit at the allocated rate of 20% of the Commercial rate, which have structures or improvements on them, i.e. developed.

The assessment per parcel will be determined by dividing the total assessment to be levied by the sum of the acreage. The assessment for each parcel would be calculated by multiplying the parcel's acreage by the cost per acre.

ANNUAL ASSESSMENT RATE INCREASES

Based on an analysis of the projected operations and maintenance costs associated with existing and future public improvements within Zone H (RiverView), a maximum assessment rate of \$6,924.444 per acre for Commercial property and \$373.04 per unit for Residential property has been established. Annually, the City Council will determine the operations and maintenance budgeting needs for the zone and determine the annual assessment. The maximum assessment rate may be increased by City Council approval each year by (i) the Consumer Price Index - all Urban Consumers for the San Diego Area or (ii) two percent (2%), whichever is greater. The annual assessment amount will not exceed these maximum rates unless a balloting process in compliance with Proposition 218 is completed.

ASSESSMENT DETERMINATION

GENERAL

The following development of proposed assessment rates is based on the previously described methodology and utilizes data available from TPM 2005-04, and the Assessor's parcel information. Harris & Associates believes the data to be accurate, and final assessments will be based upon these preliminary assessments and any changes made as a result of City Council action and/or public hearing.

ASSESSMENT CALCULATION

Zone H - RiverView

<u>Total Assessment Cost/Total Acreage</u> \$542,184 / 78.30 Acres = \$6,924.444 / Acre

ASSESSMENT ROLL

		78.30	235.00	•	\$542,184.90	
381-050-71	Exempt	<u></u> .		. 0.00	\$0.00	
381-050-69	Commercial	10.59		\$6,924.444	\$73,329.86	
381-050-68	Commercial	34.28		\$ 6,924.444	\$237,369.94	
381-050-67	Commercial	3.90		\$6,924.444	\$27,005.33	
381-050-66	Commercial	6.74		\$6,924.4 44	\$ 46,670.75	
381-050-65	Residential	12.66	235.00	\$6,924.444	\$87,664.40	\$373.04
381-050-64	Commercial	10.13		\$6,924.444	\$70,144.62	
Parcel No.	Land Use	Area (ac)	Units	per Acre	FY 2007-08	Per Unit, FY 2007-08
Assessor's			Residential	Maximum Asmt	Maximum Asmt	Maximum Asmt
						Residential

^{*}NOTE: Total is \$0.90 over budget amount due to rounding

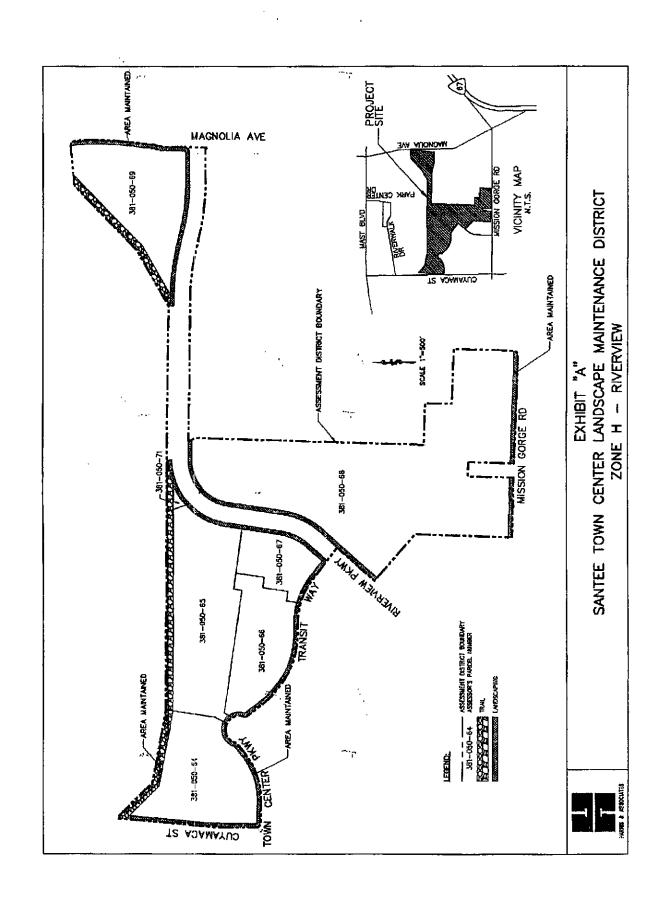
ASSESSMENT DIAGRAM

The assessment diagram showing the boundaries of the District is on file in the offices of the Finance Director and the City Clerk. A copy is included as "Exhibit A". For details of parcels and dimensions, see the San Diego County Assessor's Maps in the office of the San Diego County Assessor.

Respectfully submitted,

HARRIS & ASSOCIATES

Ву_		
	Jeffrey M. Cooper, P.E.	
	R.C.E. No. 31572	



CERTIFICATE OF TABULATION OFFICIAL AND STATEMENT OF ASSESSMENT BALLOTS SUBMITTED

) SS.

STATE OF CALIFORNIA COUNTY OF SAN DIEGO

CITY OF SANTEE)	
City council of the City of Santee, DOES provisions of Article XIII D of the California C Implementation Act (California government	uthorized tabulation official appointed by the S HEREBY CERTIFY that pursuant to the constitution and the Proposition 218 Omnibus t Code section 53750 and following), I did mitted in the assessment ballot proceedings on Center Landscape Maintenance District.
assessment ballots submitted in favor of assessment ballots submitted in opposition to	of Assessment Ballots Received shows the the annexation and assessment and the othe annexation and assessment, each total ion of the affected properties for which the
Total assessment ballots distributed	
Total assessment ballots received	
Assessment ballots received in favor of the	
proposed annexation and assessment	
Weighted value of assessment ballots	
received in favor of the proposed annexation and assessment	
Assessment ballots received in opposition	
to the proposed annexation and assessment	
weighted value of assessment ballots	
received in opposition to the proposed	
annexation and assessment	
This certification is executed this date California.	ay of, 2008, in Santee,
	Linda Troyan City Clark
	Linda Troyan, City Clerk

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA APPROVING THE ENGINEER'S REPORT FOR THE ANNEXATION OF THE RIVERVIEW DEVELOPMENT (TM05-04) TO THE TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT

WHEREAS, the City Council of the City of Santee, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California, Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (commencing with California Government Code Section 53750) (collectively the "Law"), did by previous Resolution initiate proceedings and order the preparation of an Engineer's Report for the annexation of a new zone, the Riverview Development (TM05-04) ("Zone H"), to an existing assessment district known and designated as: TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT (hereinafter "District"); and,

WHEREAS, the Engineer's Report has been presented to this City Council as required by the Law and as previously directed by Resolution; and

WHEREAS, this City Council has examined and reviewed the Engineer's Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments have been spread in accordance with the special benefits received from the maintenance to be performed, as set forth in said Engineer's Report.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Santee, California, as follows:

- **SECTION 1.** That the above recitals are all true and correct.
- **SECTION 2.** That the Engineer's Report as presented, consisting of:
- A. plans and specifications of the maintenance of the improvements to be performed;
- B. estimates of the cost of the maintenance of the improvements to be performed, including the cost of incidental expenses in connection therewith, and including that portion of the costs and expenses representing the special benefit to be conferred by such maintenance of the improvements on the parcels within Zone H of the District;
- C. a diagram of Zone H, which also shows the boundaries and dimensions of the respective subdivisions of land within Zone H, as the same existed at the time of the passage of the Resolution of Intention, with each of the subdivisions given a separate number upon such diagram;
- D. a description of the maintenance of the improvements to be performed; and
 - E. the proposed assessment of the assessable estimated cost and

RESOLUTION NO	
expenses of the maintenance of the improvements upon the proportion to the estimated special benefits to be conferred on maintenance, is hereby approved, and is ordered to be filed in the as a permanent record and is to remain open to public inspection.	such parcels by such Office of the City Clerk

as a permanent record and is to remain open t	o public inspection.
ADOPTED by the City Council of the City thereof held this 14 th day of May, 2008, by the	of Santee, California, at a regular meeting following roll call vote to wit:
AYES:	
NOES:	
ABSENT:	
	APPROVED:
	RANDY VOEPEL, MAYOR
ATTEST:	
LINDA TROYAN, MMC, CITY CLERK	

RESOL	LUTION	NO.	
KESUL		NO.	

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA DECLARING THE RESULTS OF THE ASSESSMENT BALLOT TABULATION FOR THE ANNEXATION AND SETTING OF ASSESSMENT RATES FOR ZONE H - RIVERVIEW (TM05-04) TO THE TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT

WHEREAS, the City Council of the City of Santee, initiated proceedings for the annexation and subsequent annual levy of assessments for a proposed new zone entitled Zone H – Riverview (TM05-04) ("Zone H") to an existing street lighting and landscaping district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, Article XIII D of the California Constitution, and the Proposition 218 Omnibus Implementation Act (commencing with California Government Code Section 53750) (collectively the "Law"), in what is known as designated as: TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT ("District"); and

WHEREAS, on March 12, 2008, by Resolution No. 13-2008 the City Council ordered the preparation of an Engineer's Report and the Director of Finance filed with this City Council said Report pursuant to the Law for its consideration and subsequently thereto this City Council did adopt Resolution No. 14-2008 adopting a map showing the proposed boundaries of Zone H and Resolution No. 15-2008 (the "Resolution of Intention") preliminarily approving such Engineer's Report and declaring its intention to levy and collect assessments relating to Zone H of the District, and in accordance with the Law did give notice to property owners within the territory to be annexed into the District of the time and place for a Public Hearing on all matters relating to the annexation and annual levy of the proposed assessment for Zone H; and

WHEREAS, at the time and place set for the Public Hearing, the Assessment Engineer submitted the final Engineer's Report ("Report"), which was prepared and contained all of the matters and items called for pursuant to the provisions of the Law;

WHEREAS, at this time this City Council has heard all testimony and evidence, and all assessment ballots submitted and received pursuant to the Law prior to the close of the public hearing have been tabulated by the City Clerk of the City, acting as the tabulation official appointed by the City, all in the manner provided by the Law; and

WHEREAS, the City Council finds the Zone H as exempt from the California Environmental Quality Act (Public Resources Code Section 21000 and following) ("CEQA") pursuant to section 15302(d) of the State CEQA guidelines; and,

WHEREAS, the City Clerk has prepared and submitted to this legislative body a Certificate of Tabulation Official and Statement of Assessment Ballots Submitted (the

RESOLUTION NO.

"Certificate of Tabulation Official"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, which reflects the results of the tabulation of the assessment ballots; and

WHEREAS, at this time, based on the Certificate of Tabulation Official this City Council determines that the assessment ballots received by the City in favor of the proposed annexation and assessment and weighted as required by the Law exceed the assessment ballots received in opposition to the proposed annexation and assessment and similarly weighted, and therefore, a majority protest pursuant to the Law does not exist; and

WHEREAS, the City Council is now satisfied with the proposed annexation and assessment and all matters contained in the Report as submitted and desires to proceed with the annexation and setting of the annual levy of assessments for said proposed new Zone H.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Santee, California, as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That upon the conclusion of the Public Hearing, ballots submitted and not withdrawn in favor of the annexation of Zone H into the District and the assessment and weighted as required by the Law exceed the ballots submitted in opposition to the annexation of Zone H into the District and the assessment and similarly weighted and it is therefore determined that a majority protest pursuant to the Law does not exist.

SECTION 3. That the ballot protest procedure undertaken pursuant to the Law for the proposed new zone has been completed, and the results totaled at this Public Hearing, the outcome of which will be recorded in the official minutes of the City Council of the City of Santee and which will govern the Fiscal Year 2007-08 levy for new assessments.

SECTION 4. That the proposed new zone entitled **Zone H – Riverview** is hereby annexed to the District.

SECTION 5. The Report, as now submitted, is hereby approved and such Report shall stand as the report as required by the Law for all future proceedings for Zone H.

SECTION 6. That this City Council hereby confirms the assessments as submitted, including an annual two percent (2%) maximum annual increase for inflation, and orders the annual levy of the assessment for the ensuing fiscal year and in the amounts as set forth in the Report and as referred to in the Resolution of Intention as previously adopted

RESOL	LUTION	NO	
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relating to said annual assessment levy.

SECTION 7. That the assessments as set forth and contained in the Report are hereby confirmed and adopted by this City Council, but shall not be levied upon property owners in Zone H during Fiscal Year 2007-08.

SECTION 8. That the adoption of this Resolution constitutes the levy of the assessments for the Fiscal Year 2007-08.

SECTION 9. That the estimates of costs, assessment map, the assessments and all other matters, as set forth in said Report, pursuant to Law, as submitted, are hereby approved, adopted and confirmed by this City Council.

SECTION 10. That the maintenance of improvements contemplated by the Resolution of Intention shall be performed pursuant to Law and the County Auditor shall enter on the County Assessment Roll the amount of the assessment and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the Director of Finance of said City.

SECTION 11. That the Director of Finance has established a special fund known as the **TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT** into which the Director of Finance shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be accomplished as soon as said monies have been made available to said Director of Finance.

SECTION 12. That the City Clerk is hereby ordered and directed to file the assessment map and assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 13. That a certified copy of the assessment map and assessment roll shall be filed in the offices of the Director of Finance, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

RESOLUTION NO)
ADOPTED by the City Council of the Cit thereof held this 14 th day of May, 2008, by the	y of Santee, California, at a regular meeting following roll call vote to wit:
AYES:	
NOES:	
ABSENT:	
	APPROVED:
ATTEST:	RANDY VOEPEL, MAYOR
LINDA A. TROYAN, MMC, CITY CLERK	

Attachment: Certificate of Tabulation

CERTIFICATE OF TABULATION OFFICIAL AND STATEMENT OF ASSESSMENT BALLOTS SUBMITTED

) SS.

STATE OF CALIFORNIA COUNTY OF SAN DIEGO

CITY OF SANTEE)	
The undersigned, the City Clerk and duly authorized tabulation official appointed by the City council of the City of Santee, DOES HEREBY CERTIFY that pursuant to the provisions of Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (California government Code section 53750 and following), I did tabulate the assessment ballots timely submitted in the assessment ballot proceedings pertaining to Zone H – Riverview of the Town Center Landscape Maintenance District.	
I FURTHER CERTIFY that this Statement of Assessment Ballots Received shows the assessment ballots submitted in favor of the annexation and assessment and the assessment ballots submitted in opposition to the annexation and assessment, each total weighted according to the financial obligation of the affected properties for which the assessment ballots were submitted.	
Total assessment ballots distributed	
Total assessment ballots received	
Assessment ballots received in favor of the	
proposed annexation and assessment	
Weighted value of assessment ballots	
received in favor of the proposed annexation and assessment	
Assessment ballots received in opposition	
to the proposed annexation and assessment	
weighted value of assessment ballots	
received in opposition to the proposed	
annexation and assessment	
This certification is executed this day of, 2008, in Santee, California.	
	Linda Troyan, City Clark
	Linda Troyan, City Clerk

MEETING DATE: May 14, 2008 AGENDA ITEM NO. ITEM TITLE: FIVE-YEAR AGREEMENT WITH SAN DIEGO COUNTY SHERIFF'S DEPARTMENT FOR LAW ENFORCEMENT SERVICES **DIRECTOR/DEPARTMENT:** Keith Till, City Manager SUMMARY: Approval of the Agreement among the City of Santee, County of San Diego and San Diego County Sheriff for general and specialized law enforcement and traffic services for the period July 1, 2007 through June 30, 2012. BACKGROUND: The San Diego County Sheriffs Department has provided law enforcement services to Santee since city incorporation in accordance with contracts that have typically been in five-year increments. These five-year contracts serve as an umbrella agreement for law enforcement services. Each year, the actual listing of deputies, support staff and other overhead services are submitted to City Council in the form of an Attachment B, which sets out that year's deployment of personnel and resultant cost of services. The most recent contract expired in June 2007 but law enforcement services continued for all nine contract cities while terms of a new agreement were ironed out. This new agreement establishes a new cost model in which positions such as deputy, detective, and community service officer are purchased individually, with overhead support costs incorporated into the charge for each position. This replaces the previous system of purchasing positions as service units. This change, while initiated by the Sheriffs department, benefits cities as well by allowing more flexibility in selecting positions. (CONTINUED ON PAGE 2) **FINANCIAL STATEMENT:** Sufficient funds are appropriated in each two-year budget to cover contract law enforcement services. The total cost of this contract is estimated to be \$12,091,195 in FY 2008-09. CITY ATTORNEY REVIEW: ☐ N/A ☐ Completed **RECOMMENDATION:** A motion to approve the agreement with the County of San Diego and the San Diego County Sheriff for general and specialized law enforcement services through fiscal year 2011-2012. **ATTACHMENTS:** (Listed Below)

Five-Year Agreement with San Diego County Sheriff's Department for Law Enforcement

Services

Council Agenda Statement Page 2 May 14, 2008

The other most significant change under the new contract is provision of a cap on cost increases in any given year. This was initiated by the cities as a means of preventing a recurrence of annual increases in the high teens, as we experienced several years ago. Under the new contract, law enforcement costs cannot increase by more than 5% in years one or two, nor by more than 5.5% in years three, four or five, except under extraordinary circumstances.

The new contract makes relatively minor changes to the beat factor; formalizes regular communications between the sheriff and cities; and clarifies defense and indemnity obligations among the parties. As in previous contracts, the city may terminate its contract with a one year notice.

FISCAL IMPACT: A minor decrease in beat factor reimbursements is likely, but in no event would the city be forced to pay more for services due to the beat factor. The caps will result in greater certainty over fiscal impacts of the law enforcement contract.

AGREEMENT AMONG THE CITY OF SANTEE, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF

FOR GENERAL AND SPECIALIZED LAW ENFORCEMENT AND TRAFFIC SERVICES

This Agreement is between the City of Santee, a municipal corporation, hereinafter referred to as "CITY" and the County of San Diego, a political subdivision of the State of California, hereinafter referred to as" COUNTY", for services to be provided by the San Diego County Sheriff, hereinafter referred to as "SHERIFF".

RECITALS

WHEREAS, COUNTY through SHERIFF provides public safety services throughout the County of San Diego and is equipped and will do so to the extent and in the manner hereinafter provided; and

WHEREAS, CITY is a municipal corporation of the State of California within the County of San Diego and desires to obtain general and specialized law enforcement and traffic services; and

WHEREAS, Sections 51300-51308, 51350 and sections 54980 et seq. of the California Government Code authorize COUNTY and CITY to contract for performance of Sheriff services within the CITY; and

WHEREAS, the Board of Supervisors on November 6, 2007 authorized the Clerk of the Board to accept and execute the Agreement for General and Specialized Law and Traffic Enforcement Services; and

WHEREAS, COUNTY through SHERIFF currently provides general and specialized law enforcement and traffic services to CITY pursuant to a contract dated June 11, 2002; and

WHEREAS, CITY and COUNTY through SHERIFF desire to enter into a new agreement with provisions concerning the nature and extent of general and specialized law enforcement and traffic services to be provided to CITY and establishing the compensation to be paid therefore; and

WHEREAS, COUNTY acknowledges that CITY requires standards of performance that demonstrate professional excellence both in the execution of duties and in the interpersonal relations with CITY employees and all persons utilizing the services of CITY;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY jointly intend that CITY will fund and COUNTY will provide a level of general and specialized law enforcement and traffic services, as set forth in this Agreement.

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the requirements of California Government Code §51300-51308, 51350 and 54980, et seq. This Agreement supersedes and replaces the June 11, 2002 contract between COUNTY and CITY for the period of July 1, 2002 through June 30, 2007, including all supplements, insofar as that contract relates to provision of general and specialized law enforcement and traffic services to CITY.

II. SCOPE OF SERVICES

COUNTY through SHERIFF shall provide general and specialized law enforcement and traffic services to CITY as follows:

A. Method of Service Delivery

SHERIFF will maintain a Law Enforcement Services Bureau which will be responsible for performance of COUNTY'S obligations under this Agreement.

General and specialized law enforcement and traffic services will be staffed as described in Section IV. Standards of Service. These services shall be provided from SHERIFF'S existing stations and other such facilities as COUNTY or the CITY may hereafter acquire.

B. Law Enforcement Services

COUNTY through SHERIFF will provide general and specialized law enforcement and traffic services ("Law Enforcement Services") to CITY as outlined in Attachment B. Law Enforcement Services consist of enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY, as well as direct supervision of law enforcement personnel assigned to provide Law Enforcement Services to CITY; all

to the extent necessary and appropriate to meet the Standards of Service described in Section IV. Staffing for Law Enforcement Services shall be as provided in Section IV. D. of this Agreement.

C. Ancillary Services

Services of the Sheriff's Department units related to the following services will be provided to CITY as an integral part of the law enforcement services described above and are included in the cost of such services: crime prevention, youth & family, financial crimes, homicide, domestic violence, elder abuse, communication, information technology support, records management, and clerical support.

SHERIFF will consult with CITY when new programs are added that would increase costs to CITY.

D. Regional Services

The following regional services are provided to CITY as needed as an adjunct to the Law Enforcement Services described above at no additional cost except as outlined in section V. E. 2: Special Weapons & Tactics (SWAT), Aerial Support to Regional Enforcement Agencies (ASTREA), Bomb/Arson, Search and Rescue, Fire/Rescue helicopter, Crime Lab, and Property and Evidence.

E. Search and Rescue Responsibility

The COUNTY and the CITY agree that some rescues are the responsibility of and will be performed by the SHERIFF while other rescues are the responsibility of and will be performed by the CITY'S fire and/or lifeguard services. In many instances, rescues will be conducted in a joint operation involving both the SHERIFF and the CITY'S emergency response personnel.

F. Reserve Program

The SHERIFF, in partnership with the CITY, will take active steps to recruit individuals to participate in the Reserve Program.

G. Additional Services

1. General

COUNTY through SHERIFF may provide supplemental Law Enforcement Services or additional related equipment and supplies as requested by CITY. Additional Services not covered under Law Enforcement Services may include, but are not limited to, added patrol or traffic services required for special events such as street fairs, concerts, movie productions and other third party promotions as well as auditing of red light camera programs.

2. Requests

Requests for Additional Services shall be made to SHERIFF by CITY through the Sheriff's area Captain or his or her designee and shall be made in writing or, if made in person or by telephone, shall be confirmed in writing by the requestor within forty-eight (48) hours of the request. CITY shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.

3. Provision of Additional Services

SHERIFF shall advise CITY promptly and shall confirm in writing if
SHERIFF is unable to provide some or all of any requested Additional
Services. If SHERIFF is able to provide some or all of the requested
Additional Services, SHERIFF shall promptly advise CITY in writing of the
estimated costs of the services. Unless CITY disapproves in writing of an
estimate provided by SHERIFF, SHERIFF shall provide such Additional

Services to CITY and shall be reimbursed for the actual cost of providing the Additional Services subject to Section V. B. 2. COUNTY shall delegate the authority to SHERIFF to approve additional services consistent with the intent of this provision.

4. Identification

COUNTY and CITY acknowledge and agree that it is impractical to specify in this Agreement each and every category of Additional Services which might be desired by CITY, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services within the scope of Law Enforcement Services.

H. <u>Emergencies</u>

1. General

Notwithstanding any other provision of this Agreement, in the event of an emergency occurring within CITY, SHERIFF shall take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies.

2. <u>Temporary Duties</u>

SHERIFF'S personnel assigned to perform services for CITY under this contract ("Sheriff's contract city personnel") may be required to perform temporary duty outside the scope of this Agreement. For the purpose of this Agreement, "temporary duty" shall include, but not be limited to, assignments necessitated by a public safety emergency or other exigent circumstances such as might be required under "mutual aid" agreements.

3. Redeployment of Staff

During the period of any public safety emergency or exigent circumstance such as responding to mutual aid requests, SHERIFF'S contract city personnel may be temporarily redeployed for emergency response. If reasonable and practical, SHERIFF shall notify the City Manager and discuss the redeployment prior to reassignment. If the public safety emergency or exigent circumstance such as requests for mutual aid demand immediate redeployment, SHERIFF need not notify the City Manager in advance, but shall do so as soon as practical. In the event of a major disaster for which the Sheriff is reimbursed by FEMA for salary and benefit costs, the SHERIFF shall reimburse CITY (less administrative fee) from which the staff was redeployed.

III. TERM OF AGREEMENT

A. Term

The term of this Agreement shall commence at midnight July 1, 2007 and shall continue in effect through and terminate at midnight on June 30, 2012 subject to the termination provisions in Section III. B. below.

B. <u>Termination</u>

Notwithstanding any other section or provisions of this Agreement, either party hereto may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

IV. STANDARDS OF SERVICE

A. Anticipated Service Outcome

The anticipated outcome of law enforcement services provided by COUNTY through SHERIFF to CITY under this Agreement is the provision of efficient and

effective police protection and the performance of all duties as required by law or contract. These duties include patrol, traffic, general and specialized investigations, crime prevention, crime analysis, criminal intelligence, narcotics enforcement, emergency services, licensing, crime lab and communications.

B. <u>Performance Standards</u>

COUNTY through SHERIFF shall provide CITY with qualified personnel to meet the following performance standards and scope of service:

1. General

All SHERIFF personnel who provide general and specialized law enforcement and patrol services to CITY pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation. COUNTY shall assure SHERIFF'S status as an accredited law enforcement agency and, should that status be reduced, agrees to meet and confer with CITY about any impact, actual or potential, related to any provision of this Agreement.

2. Patrol Services

COUNTY through SHERIFF shall provide general law enforcement services via the various options listed in Attachment A of this Agreement.

To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY.

3. <u>Traffic Services</u>

COUNTY through SHERIFF shall provide traffic services via the various options listed in Attachment A. To the extent that such staff is provided

within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Vehicle Code and pertinent traffic regulatory ordinances as adopted by the City Council of CITY, accident investigations, analysis of traffic related problems of CITY, and cooperate with various CITY departments to obtain solutions to the traffic problems of CITY.

4. Special Purpose Officers

COUNTY through SHERIFF shall provide problem solving services via the various Special Purpose Officer options listed in Attachment A of this agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily be to identify and resolve problems of both a criminal and non-criminal nature for a designated geographic area through investigation, patrol support, coordination of departmental resources and cooperation with various CITY departments.

5. School Resource Officers

COUNTY through SHERIFF shall provide school resource services via the various Special Purpose Officer options listed in Attachment A of this agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement and follow up investigation on school property for violations of the Penal Code of the State of California, the California Vehicle Code, and the California Education Code and cooperate with school administration, faculty, students, and parents to obtain solutions to problems of the school district.

6. Community Service Officers

COUNTY through SHERIFF shall provide community services via the

Community Service Officer options listed in Attachment A of this

Agreement. To the extent such staff is provided within CITY, their services,
together with all normal ancillary services related thereto, shall primarily
provide response/information to citizen inquiries, completion of minor
reports, fingerprinting, traffic direction, parking enforcement, vehicle
abatement, crime prevention education and enforcement of pertinent
regulatory ordinances as adopted by the City Council of CITY.

C. Assignment of Personnel

1. Sheriff's Responsibility

The management, direction, supervision and discipline of SHERIFF personnel, the standards of performance, and all other matters incident to the performance of services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF'S sole but reasonable judgment and in accordance with the provisions of applicable labor agreements.

SHERIFF shall be the appointing authority for all personnel provided to CITY and shall have complete discretion as to the assignment of all individual SHERIFF'S personnel under this Agreement.

2. Transfers and Selection of Captains

SHERIFF will consult with CITY prior to reassignment of the Captain serving CITY and CITY will be afforded the opportunity to interview potential candidates prior to one being selected as the Captain of the station serving CITY. SHERIFF will solicit input from CITY when completing Captain's performance review.

3. Other Staff Assignments

If CITY has specific concerns regarding the actions of any officer, agent or employee who performs Law Enforcement Services, CITY may address those concerns with the Captain serving CITY.

4. Liability for Payment of Wages

CITY shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY'S performance of this Agreement.

D. Staffing for Basic Services

COUNTY through SHERIFF shall staff CITY as described in Attachment B in order to provide Law Enforcement Services. SHERIFF shall ensure that adequate numbers of qualified SHERIFF personnel are provided to CITY at all times during the term of this Agreement to meet the Law Enforcement Services, Scope of Services and Standards of Service commitments set forth herein, at no less than the staffing and classification levels established in the most current Attachment B. SHERIFF shall use best efforts to fill CITY funded position vacancies within a reasonable period of time.

E. Changes in Staffing

CITY shall provide COUNTY through SHERIFF thirty days advance notice when requesting changes in staffing. If CITY and SHERIFF agree that changes to the staffing level for Law Enforcement Services are needed and/or agree that staff additions or deletions in CITY are necessary in order to provide adequate levels of Law Enforcement Services in the succeeding contract year, CITY and COUNTY through SHERIFF shall execute and sign an amendment to Attachment B.

Attachment B consistent with the intent of this provision after review and approval by County Counsel. The level of service shall not be changed without the mutual consent of the SHERIFF and CITY.

F. Vehicles, Equipment and Supplies

COUNTY shall provide all supplies, equipment and materials required for performance of the required law enforcement services; except that the CITY shall, at its own expense, supply any special stationery, supplies, notices, or forms which are to be issued in the name of the CITY.

COUNTY agrees to provide the standard equipment for CITY vehicles per Attachment E. All marked vehicles (black & white) will generally be replaced at 90,000 miles. Vans and sedans will generally be replaced at 100,000 miles. Motorcycles will be replaced as needed at COUNTY'S discretion.

The name of the city and city seal will be included on the doors of patrol cars if requested by the CITY. The CITY shall provide their CITY decal in the size requested by the SHERIFF.

Subject to written approval of the SHERIFF or his designee, the CITY may purchase equipment deemed necessary to facilitate program implementation or operation. If the COUNTY does not accept ownership of the equipment, the purchase price and all ongoing costs will be the responsibility of the CITY. If the COUNTY accepts in writing the equipment from the CITY, such equipment becomes the property of the COUNTY, and the CITY shall be credited the total cost for the equipment. Total cost shall mean a value agreed upon between COUNTY and CITY at the time the transfer is made.

G. Asset Ownership

1. <u>Vehicles</u>

Vehicle ownership will be retained by the entity (CITY or COUNTY) that purchased the vehicle and is currently carrying ownership via the vehicle registration.

2. Office Equipment

Office equipment (desks, chairs, computers, etc.) ownership will be retained by the entity (CITY or COUNTY) that purchased the equipment and is currently carrying ownership on the entity's inventory.

3. Safety Equipment

Safety equipment (firearms, uniforms, leather gear, etc.) ownership will be retained by the COUNTY.

4. Facilities

CITY shall retain ownership of facilities that CITY constructed for the purpose of use as a Sheriff's station. SHERIFF'S payment to CITY is a lease payment only. SHERIFF'S lease payment is allocated to all cities as a pooled cost, but vests no ownership in the property for cities that did not build the facility.

H. ARJIS Membership

For each year that this Agreement is in effect, CITY agrees to maintain its membership in the Automated Regional Justice Information System Joint Powers Agency (ARJIS).

I. Contract Administration

1. County Representative

COUNTY designates SHERIFF or his designee to represent COUNTY in all matters pertaining to the administration of the Agreement.

2. City Representative

CITY designates its City Manager or designee to represent CITY in all matters pertaining to the administration of the Agreement.

3. Meetings between City and Sheriff

SHERIFF or his designee shall be available to confer with the City Manager or designee whenever feasible, practical and not in conflict with mandated duties and responsibilities. SHERIFF and/or Undersheriff and the Assistant Sheriff will meet with the City Managers as a group twice each year to discuss the law enforcement contract. CITY and COUNTY shall provide full cooperation and assistance of its officers, agents, and employees to each other in the performance of this contract.

4. Implementation of New Programs

The COUNTY will discuss the implementation of any new programs with the CITIES. The County will provide the justification and value to CITY for the program and estimates of the cost impact.

5. Labor Negotiations

The CITIES will be requested to provide the Sheriff with comments and recommendations during labor negotiations. The Sheriff will review and pass on the CITIES comments to the counties labor negotiators.

6. CLETAC

CITIES shall maintain a Contract Law Enforcement Technical Advisory

Committee (CLETAC). The Assistant Sheriff, Operational Commanders,
and Contracts Manager shall meet with the committee on at least a quarterly
basis to review contract administration including contract interpretation,
costs, and liability.

J. Audit and Inspection of Records

COUNTY agrees that records generated under this contract shall be made available to CITY to audit and examine. CITY agrees that any such audit will be arranged by contacting COUNTY Board of Supervisors or designated representative in writing at least ten working days prior to the commencement of the audit and shall be conducted during normal working hours. CITY through its City Manager shall have access to reports and other documents pertaining to this agreement including statistical reports on crime rates, traffic incidents and calls for service within CITY.

K. Reporting Requirements

CITY will receive monthly reports that provide information with respect to staffing, crime statistics, traffic statistics, and patrol activities. In addition, CITY will receive detailed quarterly reports on liability experience.

V. <u>COST OF SERVICES/CONSIDERATION</u>

A. General

As full consideration for the satisfactory performance and completion by COUNTY through SHERIFF of the Law Enforcement Services set forth in this Agreement, CITY shall pay COUNTY for the services agreed to on the basis of invoices and submittals as set forth hereunder.

B. Personnel Costs

1. Law Enforcement Services

The cost of a Law Enforcement Services position includes amounts that compensate COUNTY for all absences due to comp time off, bereavement, family, injury, military, and sick leave, holidays, jury duty, leave without pay, related training, and vacation but does not provide coverage or include costs required to maintain coverage for Law Enforcement Services during such absences. If, however, there is an individual absence of more than 30 calendar days, CITY is not required to compensate the COUNTY from the 31st day until the position is staffed. In the event of a vacancy, CITY is not required to compensate the COUNTY from the 1st day of a vacancy until the position is filled.

2. Additional Services

CITY shall compensate COUNTY for Additional Services requested and approved by CITY in accordance with Section II.G., based upon the actual costs incurred by SHERIFF to provide those services.

C. Modified Cost Center

1. <u>Cost Center Development</u>

A Cost Center model showing both the CITY and COUNTY cost for each station will be developed.

2. Direct Costs

Each CITY will pay for direct staff, which includes deputies, detectives, sergeants and Community Service Officers.

3. Overhead Costs

All other CITY costs will be pooled and allocated as overhead to all the cities based on their number of deputy and community services officers. All deputy positions will be allocated the same overhead amount and community service officers will be allocated one half the amount of overhead allocated to a deputy. CITY costs will be listed in Attachment C.

4. Allocation Date

The staffing of each city on May 1st and any requested adjustments shall be used to allocate overhead for the contract year starting the following July 1st.

5. Staff Added After May 1st

For staff added after May 1st, the CITY will only pay the direct cost (Salary, benefits, retirement, vehicle costs and the one time equipment charge) until July 1st of the following year (e.g. 14 months) when they will be included in the new overhead calculation.

6. **Deleted Positions**

If a CITY deletes a position after May 1st they will not have to pay the direct cost but that position will still be included in the overhead calculation until the following July 1st.

D. Contract City Cooperative Agreement

1. Cap for Cost Increase

Cost increases for the pool will be capped at 5% for contract years one and two and 5.5% for contract years three, four and five. In any year where the actual cost increase is less than the cap, only the actual costs increases will be charged.

2. Application of Cap

This cap is applied to all nine cities as a group and not to individual cities. If the overall cost increase exceeds the cap for that year the cities whose individual costs fall above or below the group cap will have their costs adjusted to the cap. For example in Fiscal Year 2007 eight cities had individual cost increases that exceeded 5% so their costs were capped at 5%. One City had an individual cost increase below 5% so their costs were increased to the group cap of 5%. No individual cities cost will increase above the cap.

Only staff included in the previous years overhead calculation and staff added mid year (prior to May 1st) will be used to determine the cost increase for cap purposes. Any staff being added in the future contract year will not be counted when determining the cost increase for cap purposes for the current year.

3. Exceptions to the Cap

Notwithstanding any other provision of this Agreement, a CITY'S cost may increase above the cap if any of the following situations occur:

- a. If the COUNTY enters into a labor agreement that results in a salary and benefit increase that exceeds the cap, the entire amount of the wage increase shall be included in addition to any other cost increases.
- b. If any CITY elects to discontinue its participation in the Contract Law Enforcement Program, all overhead shall be re-spread among the remaining CITIES at the beginning of the next contract year as provided for in the compensation plan. Examples of this overhead include,

- supervision above the rank of Sergeant, Communications, Facility Costs and Service and Supplies.
- c. If the SHERIFF opens another facility and moves deputies, supervisors or support staff from the station supporting a CITY, the station overhead will be re-spread among the CITIES at the beginning of the next contract year as provided for in the compensation plan.
- **d.** Facilities occupied only by unincorporated staff will have no cost impact on the CITIES.
- e. If a CITY builds a new station that increases the pooled facility costs, the entire amount of the increase in the CITIES pool will be responsibility of the CITY building the facility.

E. Beat Factor

1. Beat Factor Application

Beat Factor is the percentage of the total on call time spent by contracted patrol and traffic units inside the CITY limits. Beat Factor will be applied only to the cost of Patrol & Traffic Deputies and their immediate supervisor.

2. Decreases in Beat Factor

A CITY will receive credit for the following activities which will lower their beat factor:

- a. Their contract city unit is dispatched to the unincorporated area by communications.
- **b.** Their contract city unit provides cover in the unincorporated area.
- c. Their contract city unit is dispatched to another contract city by communications.
- d. Their contract city unit provides cover in another contract city

3. Increases in Beat Factor

The following activities will increase a CITIES beat factor:

- a. An unincorporated unit is dispatched into their CITY by communications
- b. An unincorporated unit provides cover in their CITY
- c. Another contract city unit is dispatched into their CITY by communications
- d. Another contract city unit provides cover in their city

4. Beat Factor Cap

Beat Factor will be caped at one (1.00) and recalculated annually.

F. Rate of Compensation

1. First Year

For the first year of this Agreement, CITY will compensate COUNTY for provision of the Law Enforcement Services in an amount equal to the fiscal year base amount set forth in Attachment B effective 07/01/07. Included in this amount will be an annual liability cost agreed to by COUNTY and CITY. In addition to the charges for Law Enforcement Services, CITY will compensate COUNTY for Additional Services as set forth in Section V.B.2. above. This amount shall be subject to the provisions of section V D. above.

2. Subsequent Years

a. Cost Detail

By April 1st of each year, SHERIFF shall provide CITY with service costs as defined in Attachment A. The cost for services provided by SHERIFF shall be based upon the actual cost of such services as

identified in Attachment A. The salaries and benefits shall be based upon the most current payroll and adjusted for any known Board of Supervisors approved increases. Included in this amount will be an annual liability cost agreed to by COUNTY and CITY. All other costs will be based on actual costs per the previous fiscal year County auditor's accounting records.

b. <u>Level of Service</u>

By May 1st of each year, CITY shall determine the level of Law
Enforcement Services as defined in Section IV. B. required within
CITY for the upcoming fiscal year (July 1 through June 30). As a
minimum, such service shall include the availability of one
continuous twenty-four hour per day patrol unit and one continuously
available eight and one-half hour, per day traffic unit.

c. Joint Operating and Financial Plan

By July 1st of each year, COUNTY and CITY shall prepare a written Joint Operating and Financial Plan specifying the level of service for the upcoming fiscal year and the total cost for such services as determined in accordance with Section V.C. above. This plan, when approved by CITY and the COUNTY through the SHERIFF shall be effective July 1st and shall be made a part of this Agreement as Attachment B.

d. Mandated Costs

CITY shall pay all costs which are mandatory as of the effective date of this contract for any city police force to pay pursuant to state or federal statute or case law, if such costs are not included in the agreed-to costs enumerated in the Joint Operating and Financial Plan.

Further, CITY shall pay any mandatory costs that shall become operational during the term of this Agreement.

G. Mid-Year Adjustments to Basic Services

With thirty days advance notice, either party may propose amendments or modifications to this Agreement. Such changes, including any increase or decrease in the level of service, which are mutually agreed upon by and between COUNTY and CITY shall be effective when incorporated in written amendments to this Agreement and approved by both the COUNTY through the SHERIFF and CITY. If CITY and COUNTY through SHERIFF agree to a change in the level of Law Enforcement Services which requires a revision to Attachment B, CITY and COUNTY through SHERIFF shall execute and sign an amendment to Attachment B. COUNTY shall delegate the authority to SHERIFF to sign amendments to Attachment B consistent with the intent of this provision after review and approval by County Counsel. When CITY opts to increase or reduce service levels thus impacting the base staff count, SHERIFF will reallocate costs in accordance to Section V.C. above.

H. Method of Payment, Proportional Payment, Credits

1. Monthly Invoices

COUNTY shall invoice CITY monthly for services received (1/12 of annual cost). CITY, within 30 days from the date of the invoice, shall pay to the County Treasurer, through the SHERIFF at 9621 Ridgehaven Court, San Diego, CA 92123, for cost of the services agreed upon as reflected in the Joint Operating and Financial Plan (Attachment B).

2. <u>Billing for Additional Services</u>

In the event that Additional Services have been agreed to by the parties and provided by SHERIFF to CITY, such services shall be billed in addition to those listed above. CITY agrees to pay the allowable cost of such services so requested. CITY shall not be obligated to pay for any regional services listed in Section II D above. However, in the event that all non-contract cities are charged by COUNTY for any regional service, the COUNTY may reopen negotiations with CITY and, upon agreement of the parties, a charge for such regional service may take effect at any time during the term of this Agreement.

3. <u>Credits</u>

a. Vacancies and Absences

In the event that a credit is due CITY for vacancies or for absences extending beyond 30 calendar days, SHERIFF will deduct the amount of the credit from the total amount billed. This credit will not be "pooled" but will be credited to CITY not receiving the contractual service.

b. Non-Compliance

In the event it is agreed by COUNTY, after discussions pursuant to section VII. N. of this Agreement, that COUNTY has not maintained the annual level of service contracted for in this Agreement, CITY shall be given credit for the non-compliant service during the subsequent contract year.

c. Towing Fees

CITY shall be given credit for towing fees collected under California

Vehicle Code section 22850.5

I. Booking Fees/Jail Access Fee

Effective 7/1/07, in lieu of charging CITY booking fees, COUNTY will receive an annual appropriation from the state. COUNTY may charge a "jail access fee" for certain low-level offenses (municipal code violations and misdemeanor violations except driving under the influence, domestic violence offenses, and enforcement of protective orders), for each booking in excess of CITY's three year average of such bookings (recalculated annually). In the event that the state reduces its annual appropriation, COUNTY may reinstate booking fee.

J. <u>Distribution of Fines and Forfeitures</u>

All personnel provided by SHERIFF in the performance of the services of this contract for CITY shall be COUNTY officers and employees, but shall be deemed officers and employees of CITY for the sole purpose of distributing fines and forfeitures pursuant to Penal Code Section 1463.

K. Forfeited Property and Assets

Any property retrieved in CITY by SHERIFF'S personnel such as unclaimed stolen goods or revenue generated by the sale of such property by COUNTY shall be made available to CITY net of allowable expenses, at first option to retain for CITY purposes. Assets seized through the Asset Forfeiture process by SHERIFF'S personnel within CITY as a result of self-initiated activities or calls for service shall be shared with CITY according to current Federal Asset Seizure guidelines.

L. Grant Availability

SHERIFF will advise CITY of availability of grant funding to maximize efforts to obtain funds for such things as anti-terrorism activities, programs and training.

M. Availability of Funding

All terms and conditions of this Agreement are subject to the continued appropriations and availability of funds for either party for the performance of the services stated herein.

VI. <u>DEFENSE AND INDEMNIFICATION</u>

Α.

Indemnification Related to Workers Compensation and Employment Issues COUNTY shall fully indemnify and hold harmless CITY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY. CITY shall fully indemnify and hold harmless COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or

claimed to arise from or relate to, employment which is brought by an employee of CITY or any contract labor provider retained by CITY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of CITY or any contract labor provider retained by CITY.

B. Defense And Indemnity; Acts And Omissions

1. Claims, Actions or Proceedings Arising From Acts or Omissions of COUNTY

COUNTY hereby agrees to defend and indemnify the CITY, its agents, officers and employees, from any claim, action or proceeding against CITY, arising out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. CITY shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims, Actions or Proceedings Arising From Acts or Omissions of CITY

CITY hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees, from any claim, action or proceeding against COUNTY, arising out of the acts or omissions of CITY in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such

participation shall not relieve CITY of any obligation imposed by this

Agreement. COUNTY shall notify CITY promptly of any claim, action or
proceeding and cooperate fully in the defense.

3. <u>Claims, Actions or Proceedings Arising From Concurrent Acts or</u> Omissions

COUNTY hereby agrees to defend itself, and CITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CITY. In such cases, County and CITY agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraphs D and E below (referring to joint defense agreements and reimbursement and/or reallocation).

4. <u>Limited COUNTY Defense And Indemnification Of CITY; Claims</u> Investigation

- a. <u>Limited COUNTY Defense And Indemnification Of City</u>

 The COUNTY shall indemnify, defend and hold the CITY harmless where asserted CITY liability is based solely on one or more of the following three circumstances:
 - (1) The CITY's contractual relationship with COUNTY under this Agreement;
 - (2) The incident giving rise to the claim or suit is alleged to have occurred within the boundaries of CITY and there is no "dangerous condition" allegation against the CITY;
 - (3) The conduct alleged to be that of the CITY is, in fact,
 COUNTY conduct.

Procedure For Determination Of Duty To Defend And Indemnify If the COUNTY and/or CITY receive a claim or claims containing a description of circumstances, and/or are served with a complaint containing allegations, that the actions and/or omissions of the COUNTY and CITY in the performance of this Agreement contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall look beyond the mere description of circumstances or allegations to determine whether CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint. notwithstanding the allegations. The COUNTY, consistent with its long standing practice, shall review the information in any COUNTY claims file, including investigative materials of the factual circumstances underlying the complaint's allegations and/or available law enforcement agency incident reports. If the COUNTY review determines that there are no facts supporting any viable theory of liability alleged in the complaint against the CITY, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in paragraph 4.a above. However, if as a result of the COUNTY review, there appears to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint. COUNTY shall immediately contact the appropriate CITY representative to discuss COUNTY'S findings. If, after the discussion with CITY representative, the COUNTY is convinced that

b.

CITY was not involved, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in paragraph A above. However, if there continues to appear to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the plaintiff's injuries and/or damages alleged in the complaint, the COUNTY will notify the CITY that the COUNTY, pursuant to the provisions of this Agreement, is not obligated to defend and indemnify CITY under paragraph 4.a above. When the COUNTY defends a claim or suit pursuant to paragraph 4.a above, the CITY shall cooperate with COUNTY in the defense of the action or claim.

5. Joint Defense

Notwithstanding paragraph 4 above, in cases where COUNTY and CITY agree in writing to a joint defense, COUNTY and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CITY and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and CITY. COUNTY and CITY agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: COUNTY and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CITY. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of the parties, COUNTY and CITY may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

VII. GENERAL PROVISIONS

A. <u>Independent Contractor Status</u>

In the performance of services under this Agreement, COUNTY and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of CITY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder.

CITY and COUNTY acknowledge and agree that CITY does not control the manner and means of performing the work of COUNTY'S officers, agents or employees who perform Law Enforcement Services, nor does CITY have the right to hire or fire such officers, agents or employees. COUNTY has no authority of any kind to bind CITY, and CITY has no authority to bind COUNTY and/or SHERIFF in any respect whatsoever, nor shall COUNTY or SHERIFF act or attempt to act, or represent itself directly or by implication as an agent of CITY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITY. CITY shall not act or attempt to act, or represent itself directly or by implication as an agent of COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

B. Notices

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:

County of San Diego Chairperson San Diego County Board of Supervisors 1600 Pacific Highway San Diego, CA 92101

AND

Sheriff Contracts Manager PO Box 429000 9621 Ridgehaven Ct San Diego, CA 92123

To: CITY

City Manager City of Santee 10601 Magnolia Avenue Santee, CA 92071

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

C. Time of the Essence

Time is of the essence of this Agreement. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to business days, not to include COUNTY holidays.

D. Amendments

With the exception of the modification or amendment of Exhibits as noted in Sections IV.E.2.and V.C.2.above, this Agreement may be modified or amended only by a written document signed by all parties, and no oral understanding or agreement

shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

E. Entire Agreement

This Agreement, including all Exhibits hereto, constitute the complete and exclusive statement of agreement between COUNTY and CITY with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

F. Construction

Each party has had the opportunity to participate in the review of this Agreement and this Agreement will be deemed to have been made and shall be construed, interpreted, governed and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party. Each of the Exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

G. No Third Party Beneficiaries

This Agreement is intended solely for the benefit of the County and its Contractor.

Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement.

Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

H. Waiver

A waiver by COUNTY or CITY of a breach of any of the covenants to be performed by COUNTY or CITY shall not be construed as a waiver of any succeeding breach

of the same or other covenants, agreements, restrictions, or conditions of this

Agreement. In addition, the failure of either party to insist upon strict compliance
with any provision of this Agreement shall not be considered a waiver of any right to
do so, whether for that breach or any subsequent breach. The acceptance by

COUNTY or CITY of either performance or payment shall not be considered a

waiver of the other party's preceding breach of this Agreement.

I. Authority to Enter Agreement

COUNTY and CITY each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

J. Cooperation

COUNTY through SHERIFF and CITY will cooperate in good faith to implement this Agreement.

K. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

L. Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed upon by the parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to either party is lost, then the Agreement may be terminated at the option of the affected party,

with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

M. Representation

CITY'S City Manager, or his or her designee, shall represent CITY in all discussions pertaining to this Agreement. With the exception of the procedures set forth in sections II.E, IV.E, and V.D. concerning services and payment, the SHERIFF, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

N. Job Actions

In the event of a work slowdown, strike, or any other form of job action by those individuals assigned to perform CITY Law Enforcement Services, COUNTY through SHERIFF agrees to provide only that minimal level of service agreed to by CITY and COUNTY, and CITY shall have no responsibility for the cost of SHERIFF's Law Enforcement Services personnel who withhold Law Enforcement Services to CITY under those circumstances.

O. <u>Dispute Resolution Concerning Services and Payment</u>

In the event of any dispute concerning services and payment arising from this Agreement, the Assistant Sheriff of the Law Enforcement Services Bureau, or his or her designee, and CITY'S City Manager, or his or her designee, will meet and confer within 10 (ten) business days after receiving notice of the dispute in an attempt to resolve the dispute. In the event no agreement can be reached, SHERIFF, or his or her designee, and CITY'S City Manager, or his or her designee, shall meet to discuss resolution of said dispute.

P. Obligation

This AGREEMENT shall be binding upon the successors of the City Manger of CITY, the SHERIFF and the Members of the COUNTY Board of Supervisors.

IN WITNESS WHEREOF, the CITY, by resolution duly adopted by its City Council, has approved the execution of this contract by its Mayor, and the COUNTY, by order of its Board of Supervisors, has approved the execution of this contract on the 4th Day of December, 2007.

CITY	COUNTY OF SAN DIEGO
Mayor	Clerk of the Board of Supervisors
Approved by City Council	Approved by Board of Supervisors
Action	Action
Date	Date
Ву:	Ву:
Approved as to form and legality	Approved as to form and legality
ByCity Attorney	ByCounty Counsel
Date	Date

EXHIBITS TO THIS AGREEMENT:

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

ATTACHMENT A

CONTRACT LAW ENFORCEMENT PROGRAM

SERVICE COSTS FY 2008/2009 (Estimate)

SERVICE CATEGORY	SALARY & BENEFITS (Prorate if partial year)	START UP COSTS (Full)	RADIO USAGE (Prorate if partial year)
STAFF:			
Deputy Patrol	\$138,035.30	\$6,940.00	\$448.45
Deputy Traffic	\$138,035.30	\$13,860.00	\$448.45
Deputy Motor	\$147,647.02	\$13,860.00	\$448.45
Deputy SPO	\$138,035.30	\$6,940.00	\$448.45
CSO	\$61,963.80	\$2,090.00	\$448.45
Sergeant	\$171,604.35	\$6,940.00	\$448.45
Lieutenants	\$187,062.63	\$6,940.00	\$0.00
Captains	\$217,321.16	\$6,940.00	\$0.00
Admin Sec ii	\$67,593.05	\$0.00	\$0.00
Admin Sec i	\$59,655.41	\$0.00	\$0.00
Office Assistant	\$52,826.76	\$0.00	\$0.00
Office Suppoer Specialist Evidence Clerk	\$66,682.09	\$0.00	\$0.00
Sr. Office Assistant	\$58,782.86	\$0.00	\$0.00
	\$63,098.69	\$0.00	\$0.00
Dept. Aide	\$35,566.67	\$0.00	\$0.00
Detective	\$144,900.81	\$6,940.00	\$448.45
Detective Sgt	\$171,604.35	\$6,940.00	\$448.45
AUTO:			
	Cost per auto		
	(Prorate		
	if partial year)		
Patrol Sedan	\$19,532.42		
Patrol 4x4	\$19,509.42		
Traffic Sedan	\$19,645.78		
Motorcycle	\$4,854.76		
Supervisory Sedan	\$7,616.28		
Detective Sedan & Det. Supervisor	\$6,402.28		
SPO - Sedan 4 Dr	\$6,402.28		
SPO - Sedan 2 Dr	\$7,616.28		
SPO - B&W	\$13,020.60		
SPO - Van	\$8,030.60		
CSO - Van	\$5,469.30		
CSO - Sedan 4 Dr	\$6,402.28		
	\$0,70£.£0		

		ı	AT (ATTACHMENT B City of Santee Effective 7/1/08 through 6/30/09 ESTIMATE	
SERVICE CATEGORY	Staff Cost	# of Staff	Unit Factor	Total Net Cost	Notes
Deputy Patrol Deputy Traffic Deputy Motor Deputy SPO CSO	\$138,035.30 \$138,035.30 \$147,647.02 \$138,035.30 \$ 61,963.80	28.000 7.000 2.000 6.000		3,864,988.29 966,247.07 295,294.03 828,211.78 619,638.00	
Sergeant	\$171,604.35	4.463		765,897.31	
Detective Detective Sgt	\$144,900.81 \$171,604.35	7.000 0.583		1,014,305.68 100,102.54	
Station Staff				707,373.52	
Subtotal			Ĭ	9,162,058.21	
Ancillary Support Supply Yehicles Space Management Support Liability Less: Beat Factor			ı	1,578,474.98 209,179.49 682,293.16 257,115.13 426,163.29 103,815.88 (395,835.85)	
Adjustments:	CCCA: Contract	CCCA: Contract City Cooperative Agreement	ment	67,930.70	
	F	TOTAL AMOUNT	∞ ∥	\$ 12,091,195.00	
Attachment B					21-Apr-08

ATTACHMENT C

OVERHEAD COST DETAIL SHEET

	0	EPUTY SH	ERIF	F & SERGEANT	CC	MMUNITY	SER	VICE OFFICER
Station Support Staff								
Lieutenants	\$	3,901.49	9		\$	1,950.75		
Captains	\$	2,258.09			Š	1,129.05		
Admin Sec II	\$	702.3			\$	351.17		
Admin Sec I	\$	1,187.8	5		\$	593.93		
Office Assistant	\$	2,342.13			\$	1,171.07		
Evidence Clerk	\$	635.37	7		\$	317.69		
Sr. Office Assistant	\$	382.82	2		\$	191.41		
Dept. Aide	\$	370.35	5		\$	185.18		
Total			\$	11,780.43		·· · · · · · · · · · · · · · · · · ·	\$	5,890.22
Ancillary Support								
Communications Ctr	\$	10,666.77	,		\$	5,333.39		
Volunteer Services	\$	232.37			\$	116.19		
Reserves	\$	-			\$	•		
Crime Prevention	\$	1,547.73			\$	773.87		
Crime Analysis	\$	1,454.13			\$	727.07		
Traffic Coordinator	\$	345.36			\$	172.68		
Juvinile Intervention	\$	2,056.04			\$	1,028.02		
Family Protection	\$	2,811.91			\$	1,405.96		
Financial Crimes	\$	2,279.03			\$	1,139.52		
Domestic Violence	\$	2,622.29			\$	1,311.15		
Homicide	\$	2,271.92			\$	1,135.96		
Total			\$	26,287.55			\$	13,143.78
Supplies								
Station	\$	2,287.38			\$	1,143.69		
Support Other	\$	1,196.25			\$	598.13		
Total	-		\$	3,483.63			\$	1,741.82
Space Cost								
Space	\$	4,281.93			\$	2,140.97		
Total			\$	4,281.93	<u></u>		\$	2,140.97
Management Support								
Admin	\$	1,329.00			\$	664.50		
Fiscal	\$	835.62			\$	417.81		
Personnel	\$	2,209.47			\$	1,104.74		
Data Services	\$	2,039.74			\$	1,019.87		
Other	\$	683.39			\$	341.70		
-			\$	7,097.22			\$	3,548.61
Grand Total			\$	52,930.76		-	\$	26,465.38

Note:

Deputy, Detective, CSO, Sergeant, Vehicles, & Beat Factor are calculated directly per station.

ATTACHMENT D

SCHEDULE OF 5-YEAR LIABILITY COST

	AMOUNT
FY 2007/2008 (2 qtr projected)	1,582,572
FY 2008/2009	650,000
FY 2009/2010	650,000
FY 2010/2011	650,000
FY 2011/2012	650,000
Total	4,182,572

(Subject to change based on contract terms)

ATTACHMENT E

STANDARDIZED EQUIPMENT LIST

VHF Mobile radio

PATROL STATIONS

Vehicle Type	Mobile Radio	Handitalk Radio	Handitalk VHF Mobile Radio Radio	MCT's	VRM (1) Modems	; AVL (2)	Light	Plastic Rear Seat Radar	Radar	Push Bar	Push Bar Gunlock Winch Screen	Winch	Screen
Patrol Sedan	×	*		×	×	×	×	×		×	×		×
Patrol 4X4 (Expedition)	×	×	×	×	×	×	×			×	×	×	×
Patrol 4X4 (Pick Up)	×	×		×	×	×	×			×	×	×	×
Traffic Sedan	×	×		×	×	×	×	×	×	×	×		×
Traffic Motorcycle	×	×							×				
Detective (4-Door)	×	×											
Detective (2-Door)	×	×											
Detective (Black & white)	×	×		×	×	×	×			×	×		×
Detective (Van)	×	×											
CSO (Van)	×	×		×	×		× (3)						
Supervisory Sedan	×	×		*o Z				×					

⁽¹⁾ Mobile Computer Terminals - purchased by Communication Center.(2) Auto Vehicle Locator(3) Amber warning light in rear deck.

Contract Cities Beat Factor

FY 2008/2009

Based on Calendar year 2007 Actual

Patrol	2007 All Field Events
Del Mar	0.79413
Encinitas	1.00855
Imperial Beach	1.03406
Lemon Grove	1.03737
Poway	0.98273
San Marcos	0.97839
Santee	0.90729
Solana Beach	0.84104
Vista	0.98200

2007 All Field Events
0.95852
0.99559
0.99743
0.99777
0.99347
0.99310
1.00285
0.91176
0.99315

(For beat factors greater than 1.00, only 1.00 is used)

MEETING DATE May 14, 2008

AGENDA ITEM NO.

ITEM TITLE RESOLUTION FOR AWARD OF TOWN CENTER COMMUNITY PARK PHASE 2, CIP 2006-33.

DIRECTOR/DEPARTMENTGary Halbert, Development Services
John Coates, Community Services

SUMMARY

This item requests City Council award the construction contract for the Town Center Community Park (TCCP) Phase 2, CIP 2006-33 improvements to Western Rim Constructors and authorize the expenditure for construction activities.

Staff Report Attached

FINANCIAL STATEMENT

See Project Funding Summary following the attached Staff Report.

CITY ATTORNEY REVIEW ☐ N/A ☐ Completed

RECOMMENDATION

Adopt the attached Resolution approving the following actions:

- 1. Find the apparent low bidder USS Cal Builders to be non responsive.
- 2. Award the Construction Contract to Western Rim Constuctors totaling \$19,994,746.
- 3. Authorize staff to approve change orders up to \$1,000,000.
- 4. Approve a change to the design contract for construction support services totaling \$415,000.
- 5. Approve contract(s) for construction testing and inspection in an amount not to exceed \$150,000.
- 6. Authorize agreements with utility companies for construction of facilities and authorize payments estimated at \$650,000.
- 7. Authorize the purchase of furniture, fixtures and equipment for an amount not to exceed \$400,000.
- 8. Authorize project administration including ongoing review and inspection by City staff and incidental costs for an amount not to exceed \$400,000.
- 9. Appropriate Project Funding.

ATTACHMENTS (Listed Below)

Staff Report Resolution Bid Summary

STAFF REPORT TOWN CENTER COMMUNITY PARK – PHASE 2 May 14, 2008

On April 22, 2008, 7 bids for the construction of Town Center Community Park - Phase 2 were received and opened, with an apparent low of \$20,015,000 and a high of \$22,985,495. The apparent low bid was submitted by USS Cal Builders, however the bid is non-responsive due to multiple deficiencies, including but not limited to: (1) noncompliance with the requirement for the contractor to perform at least twenty percent (20%) of the work with its own organization; (2) noncompliance with the requirement to list a qualified synthetic turf subcontractor or demonstrate that USS Cal Builders is qualified to perform the work; (3) noncompliance with the requirement to submit required documentation evidencing the authority of the signer to enter contracts; (4) noncompliance with the requirement to submit documentation of completion of three USGA profile root zone fields; and (5) other deficiencies.

Staff recommends that City Council find USS Cal Builders non-responsive and award the construction contract to the next qualified bidder, Western Rim Constuctors with a bid totaling \$20,159,521.

Western Rim's bid was 6.6% lower than the Engineer's estimate of \$21.5 Million which included 13 additive alternate bid items. Upon evaluation of the bid, staff identified three alternatives that are not being recommended for construction with this contract. They include a sports complex themed play area, a small tot lot on the southeast corner of the park, and a sports complex entry monument. The bid for these three additive alternate bid items totaled \$164,775. Staff recommends that City Council award the contract to Western Rim Constructors in the amount of \$19,994,746.

The proposed TCCP Phase 2 improvements are the next phase of development for the park and include the following:

- 4,667 square foot restaurant with photo voltaic power system
- 1,363 square foot restroom and concession building
- 540 square foot storage and maintenance building
- 3 lighted adult softball fields with synthetic turf, stadium seating and scoreboards
- Batting cages with 4 stations
- 2 lighted arena soccer fields with bleachers and scoreboards
- 1 lighted synthetic turf football / soccer field
- 1 lighted synthetic turf soccer field
- 2 lighted youth grass turf soccer fields
- Themed play structure
- Outdoor performance stage / amphitheater
- 2 pedestrian bridges over Woodglen Vista Creek
- 3 lighted parking lots with over 800 parking spaces
- 5 shade structures
- Site furnishings including benches, trash receptacles, and picnic tables
- Site fencing including wood railing surrounding Woodglen Vista Creek
- Site utilities to serve the project
- Site landscaping and irrigation throughout the park and in parkways
- Site trails and sidewalks throughout the park
- Pedestrian access connecting the YMCA and Rio Seco Elementary School
- Widening of Cuyamaca St. between River Park Dr. and Mesa Ave.

- Traffic signal improvements at Cuyamaca St. and River Park Dr.
- Adding pedestrian access across the Cuyamaca St. bridge south to Trolley Square
- Constructing Park Center Dr. south of Riverwalk Drive.
- Decorative railing and bollards over the Woodglen Vista Creek arch culverts

In addition, staff requests authorization to enter into an Improvement Agreement to secure construction for utilities serving the park with Padre Dam Municipal Water District, SDG&E, AT&T, and Cox Communications.

EXPENDITURE AUTHORIZATION

This item includes authorization to approve the following expenditures related to construction of the park and appropriate project funding:

- Change orders for unforeseen work up to \$1,000,000, which is approximately 5.0% of the construction cost. Given the significant cost and complexity of the project, this additional authorization is requested to ensure that delays do not occur in processing and approving change orders, if needed
- 2) Consultant Design contract changes for construction support services from the Psomas design team for an amount not to exceed \$415,000. This includes items such as the review of product submittals, review of shop drawings, progress meetings, design changes, project design documentation, construction coordination support, design reviews and review of site progress by individuals familiar in the design of the park improvements.
- 3) Construction testing and special inspection services for an amount not to exceed \$150,000. This includes items that require specialized experience for the inspection and testing of masonry, welding, compaction, and high strength materials by certified individuals.
- 4) Utility connection and impact fees for payment to Padre Dam MWD, SDG&E, AT&T, and Cox Communications, estimated at \$650,000 for impact fees and service expenses.
- 5) Furniture, fixtures and equipment for an amount not to exceed \$400,000. This includes such items as tables, chairs, food preparation equipment and field grooming equipment.
- 6) Project administration including ongoing review and inspection by City staff and incidental costs for an amount not to exceed \$400,000.

PROJECT FUNDING

Funding for the project will be comprised of the following.

<u>Funding Source</u>	<u>Amount</u>
Redevelopment Tax Allocation Bond Proceeds Redevelopment Property Tax Increment Park in Lieu Fees Public Facility Fees Traffic Mitigation Fees Drainage Fees NFL Grant Lease Revenue Bond Proceeds Solar Energy Rebate	\$ 8,296,800 6,650,000 3,858,500 2,469,400 1,099,700 357,400 200,000 50,000 28,000
Total	\$ 23,009,800

RESOLUTION OF THE CITY OF SANTEE, CALIFORNIA AWARDING THE CONSTRUCTION CONTRACT FOR TOWN CENTER COMMUNITY PARK PHASE 2, CIP 2006-33, AUTHORIZING STAFF TO APPROVE CONSTRUCTION CHANGE ORDERS, APPROVING CHANGES TO THE DESIGN CONTRACT, APPROVING A CONSULTANT CONTRACT FOR CONSTRUCTION INSPECTION AND TESTING, AND AUTHORIZING APPROPRIATION OF FUNDS.

- WHEREAS, the City Clerk, on the 22nd day of April, 2008, publicly opened and examined sealed bids for the Town Center Community Park Phase 2 Improvements, CIP 2006-33; and
- WHEREAS, USS Cal Builders was the apparent lowest bidder with their bid amount of \$20,015,000; and
- **WHEREAS**, staff has determined the bid submitted by USS Cal Builders to be non responsive with multiple deficiencies; and
- WHEREAS, Western Rim Constructors was the next qualified bidder with their responsive bid amount of \$20,159,521; and
- **WHEREAS,** staff recommends awarding the construction contract to Western Rim Constructors for the amount of \$19,994,746; and
- **WHEREAS,** staff requests authorization to approve change orders up to \$1,000,000 which is approximately 5.0% of the total contract amount; and
- **WHEREAS,** additional design and construction support services are required from the Psomas design team, in the amount of \$415,000; and
- **WHEREAS**, construction testing and special inspection services are required in the amount of \$150,000; and
- WHEREAS, an Improvement Agreement to secure construction with Padre Dam MWD, Pacific Bell, SDG&E and Cox Communications and payment of impact and construction fees is required for the construction of utilities to serve the project estimated at \$650,000; and
- **WHEREAS,** staff requests authorization to purchase furniture, fixtures, and equipment; for an amount not to exceed \$400,000; and
- **WHEREAS**, staff requests authorization for project administration costs including ongoing review and inspection by City staff and incidental costs for an amount not to exceed \$400,000; and
- **NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Santee, California, that:
 - 1. The bid submitted by USS Cal Builders is non responsive due to multiple deficiencies in the bid; and
 - 2. The construction contract for the Town Center Community Park Phase 2 Improvements, CIP 2006-33, is awarded to the lowest responsive,

responsible bidder, Western Rim Constructors, for the amount of \$19,994,746 and the City Manager is authorized to execute the contract on behalf of the City; and

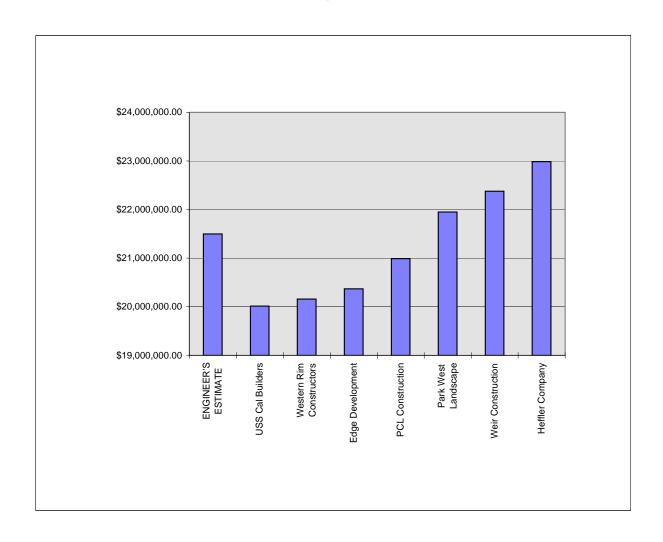
- 3. That staff has authorization to approve change orders up to \$1,000,000; and
- 4. That a change to the design contract with Psomas is approved in an amount not to exceed \$415,000; and
- 5. That contract(s) for testing and special inspection are authorized in an amount not to exceed \$150,000; and
- 6. That an Improvement Agreement to secure construction with Padre Dam MWD, Pacific Bell, SDG&E and Cox Communications and payment of fees for construction of facilities estimated at \$650,000 necessary to serve the project and the City Manager is authorized to execute these agreements on the City's behalf; and
- 7. That staff is authorized to purchase furniture, fixtures, and equipment; for an amount not to exceed \$400,000; and
- 8. That project administration costs including ongoing review and inspection by City staff and incidental costs are authorized for an amount not to exceed \$400,000; and
- 9. Appropriate Project Funding;

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 14th day of May, 2008, by the following roll call vote to wit:

AYES:	
NOES:	
ABSENT:	
	APPROVED:
	RANDY VOEPEL, MAYOR
ATTEST:	
LINDA A. TROYAN, MMC, CITY CLERK	

BID SUMMARY

Town Center Commmunity Park Phase 2 CIP 2006-33 Bid Opening April 22, 2008



ENGINEER'S ESTIMATE	\$21,500,000.00
USS Cal Builders	\$20,015,000.00
Western Rim Constructors	\$20,159,521.00
Edge Development	\$20,370,481.00
PCL Construction	\$20,992,383.00
Park West Landscape	\$21,950,000.00
Weir Construction	\$22,377,012.00
Heffler Company	\$22,985,495.00

MEETING DATE May 14, 2008

AGENDA ITEM NO.

ITEM TITLE

APPROPRIATION OF FUNDS TO ASSIST IN THE FINANCING OF PUBLIC IMPROVEMENTS AT TOWN CENTER COMMUNITY PARK

DIRECTOR/DEPARTMENT Tim K. McDermott, Director of Finance

SUMMARY On January 25, 2005 the Santee Community Development Commission ("Commission") issued \$23.1 million in tax allocation bonds. The bonds were issued to refund outstanding bonds in order to realize interest rate savings and to provide resources for public improvements, primarily the next phase of improvements at Town Center Community Park. On April 11, 2007 the Commission adopted Resolution CDC 001-2007 consenting to the use of redevelopment funds to assist in financing these improvements and making findings that the public improvements will be of benefit to the redevelopment project area, that no other reasonable means of financing the public improvements are available to the City, and that the use of redevelopment funds will assist in the elimination of physical and economic blight.

The final action required of the Commission is to appropriate the redevelopment funding to be used to assist in the construction of the improvements at Town Center Community Park in the amount of \$8,296,800 in redevelopment bond funds and \$6,650,000 in redevelopment tax increment funds.

FINANCIAL STATEMENT

Sufficient redevelopment bond and tax increment funds are available for this appropriation.

<u>CITY ATTORNEY REVIEW</u> □ N/A ⊠ Completed

RECOMMENDATION

Authorize the appropriation of \$8,296,800 in redevelopment bond funds and \$6,650,000 in redevelopment tax increment funds to assist in the construction of improvements at Town Center Community Park.

ATTACHMENTS (Listed Below)

None